



**RECREATION & PARKS ADVISORY COMMITTEE
MEETING AGENDA**

May 3, 2011

Taylor Farms Conference Room
12000 Findley Road Suite 300
<http://www.JohnsCreekGA.gov>

4:00 PM

- A) CALL TO ORDER**
- B) ROLL CALL**
- C) OPENING REMARKS / ANNOUNCEMENTS**
- D) APPROVAL OF MINUTES**
 - 1. Consideration of April 12, 2011 Meeting Minutes**
- E) APPROVAL OF MEETING AGENDA**
- F) PUBLIC COMMENT**
- G) REPORTS AND PRESENTATIONS**
 - 1. Recreation & Parks Monthly Update – Recreation & Parks Staff**
 - 2. Recommended Changes to Park Association Contracts/Policies & Procedures Manual – Kirk Franz, Recreation Manager**
 - 3. Changes to City Code Chapter 38 – Robby Newton, Parks Manager**
 - 4. Newtown Park Farmer's Market Proposal – Kirk Franz, Recreation Manager**
 - 5. Park Association Monthly Reports**
- H) OLD BUSINESS**
- I) NEW BUSINESS**
- J) OTHER BUSINESS**
- K) PUBLIC COMMENT**
- L) ADJOURNMENT**

CITY OF JOHNS CREEK RECREATION AND PARKS
ADVISORY COMMITTEE MEETING
April 12, 2011

The City of Johns Creek Recreation and Parks Advisory Committee held their monthly meeting on Tuesday, April 12, 2011 at 4:00pm. This meeting was rescheduled from April 5th due to the Spring Break Session so a quorum would exist. The meeting was held at Johns Creek City Hall, 12000 Findley Road, Suite 300, Johns Creek Georgia in the Taylor Farms Conference Room.

Board Members Present: Larry Buckles-**Absent**
 Peter Hall
 Alan Hill-**Absent**
 Joe Holihan
 Stan Stanfill
 Jim Jones, Chairman

Staff Present: Recreation Mgr. Kirk Franz
 Parks Mgr. Robbie Newton
 City Clerk Joan Jones
 Attorney Scott Hastey

Board Member Holihan was delayed and the meeting began at 4:20pm as a quorum was needed.

OPENING REMARKS: Board Member Hall explained he would need to leave the meeting early to assist/attend the viewing services of Johns Creek resident and Ocee Park Baseball player, 11 year old Tyler Safarriyeh who passed away over spring break.

MINUTES: Board Member Hall made a motion to approve the March 8, 2011 minutes as presented. Board Member Holihan seconded, the motion carried unanimously.

AGENDA APPROVAL: Board Member Hall motioned, explaining as he needs to leave early and this would leave the board without a quorum to move the most important items (as recommended by Mr. Franz) to the top of the agenda items. Board Member Stanfill seconded the motion. During discussion, Mr. Franz removed Item G-4 –Recommended Changes to the Park Association Contracts as Board Member Holihan is on the Newtown Parks Association, he would need to recuse himself from this discussion and there would be no quorum. Chairman Jones called the motion and the motion carried unanimously.

PUBLIC COMMENT: No Public Comments.

REPORTS and PRESENTATIONS: Recreation Manager Kirk Franz briefly reviewed the **R&P Update**, which included the following:

- staff recommendations on the Parks Master Plan regarding cultural arts/athletic association contracts/alcohol in park at Autrey Mill.
- the results of the citizen survey conducted regarding Senior Programming

- Shakerag Park programming for the renovated fields and the various groups he has met with for program discussions—looking at 2nd tier level sports

During discussion, Board Member Stanfill asked if Sandlot Volleyball would be considered and to have the Cultural Enrichment Component of the Parks Master Plan on a future agenda for more discussion. Mr. Franz explained at this point they are considering all types of sports. In conclusion, Mr. Franz invited the board to the upcoming Easter Egg Hunt at Newtown Park on Sunday, April 17, explaining this year Sunnie has added a ~~–Baby Farm Animal-Petting Zoo~~”.

Mr. Newtown updated the board regarding the **Park Projects**: Wolverton and Associates completed the stair design for the upper end of the parking lot of Ocee Park-construction planned for July 2011; the Newtown Dog Park project underway by end of March-estimated completion mid-June 2011; a Certificate of Occupancy has been issued for the Newtown Senior Center-he reminded the board that the Newtown Park Foundation contributed the landscaping, opening date TBD, and he reviewed the timeline for the improvement bids for Shakerag Park, anticipated construction to begin early June.

Recreation Manager Franz reported to the board that Jim Cregge with the City of Alpharetta requested a meeting the surrounding cities to discuss the possibility of creating a ~~–Regional Girls Slow Pitch Softball Program~~”. Staff from the Cities of Roswell, Milton, Johns Creek and Alpharetta did meet and Mgr. Franz presented the minutes from those two meetings. He further explained this is very preliminary; gave a brief history of this sport in our area and said a survey would be conducted to see if there is enough interest to warrant any further action.

Parks Manager Newton reviewed the recommended changes to **Parks and Recreation Ordinance** (Chapter 38) which included clarification of duties for the Parks Manager and Recreation Manager; changing the numbers of RPAC Meetings from monthly to bi-monthly or quarterly and various additions of ~~–Prohibited Acts~~” in the city parks. These additions include, regulated golfing, restricting pyrotechnics, facility and animal restrictions. He provided a listing of the amendments and a copy of the original ordinance for the board to review and asked for feedback. Any board recommendations will be brought to council.

Mr. Newton reviewed the history of allowing alcohol at Autrey Mill Nature Park. He explained this would be indoors/confines of the building only at the Summerhour House. There was board consensus to allow alcohol for special event permits, would need to be very specific....Board Member Hall asked this be tabled as he needed to leave.

Chairman Jones requested a motion to adjourn due to lack of quorum and announced the remaining agenda items will come back to a future meeting. Board Member Stanfill motioned, seconded by Board Member Holihan to adjourn. The motion carried unanimously.

Approved:

Attest:

Jim Jones, Chairman

Joan C. Jones, City Clerk

CITY OF JOHNS CREEK RECREATION & PARKS DIVISION UPDATE

RECREATION PROGRAMS & EVENTS UPDATE

Parks & Recreation Master Plan

Staff will be presenting to City Council on the following Master Plan issues/recommendations:

- Cultural Art Assessment Recommendations
- Review of Athletic Association Contracts
- Changes to City Code Chapter 38 (Parks & Recreation)

Newtown Park – Old School Building / Adult Activity Center – Programming

- Continuing to meet with Senior Services North Fulton regarding programming. City Staff is also creating a staffing and programming plan for the Center.
- North Fulton Golden Games – Held in May. Opening Ceremonies at Roswell Senior Adult Activity Center on May 4th. Johns Creek will host an Interpretative Hike at Autrey Mill on May 12 and a “Bunko” tournament at the Newtown Park Adult Activity Center on Friday, May 20.

Inter-City Girls Slow Pitch Softball

- Survey has been created to measure interest
- As of April 27:
 - 190 surveys completed
 - 26 from Johns Creek
 - 117 said “YES”, they are interested in slow pitch softball
 - 29 said “MAYBE”
 - Cities will meet May 10 to review survey results

City GRPA State Swim Team

- In the process of interviewing Swim Coaches
- County Meet at GA Tech to qualify for City Team – June 30
- GRPA State Meet – Carrollton, GA – July 22 & 23

Upcoming Recreation Programs/Events

- Next RPAC Meeting - Tuesday, June 7 4:00pm
- North Fulton Golden Games – Opening Ceremonies – May 4 at Roswell Adult Activity Center
- MLB Pitch, Hit & Run – Saturday, May 7 10am – 12noon at Ocee Park
- North Fulton Golden Games – Interpretive Hike – May 12 at 10am at Autrey Mill
- Adult Mixed Doubles Tennis Round-Robin Tournament – Sunday, May 15 2pm – 4pm at Newtown Park
- North Fulton Golden Games – Bunko Tournament – May 20 at 10am at Newtown Adult Activity Center

PARK PROJECTS UPDATE

Newtown Dog Park

- Week Three of construction
 - Focus this week is on the plumbing installation of the water features
- On track and on time
- Estimated completed date will be June
- Grand Opening Date has been established as June 15, 2011

Shakerag Park Site Improvements

- Recommendation of Chesser-Kennedy Builders to City Council at Work Session- April 25, 2011
- Award of City Council- May 9, 2011
- Award Meeting with Contractor- May 10, 2011
- Anticipated Beginning Date of Construction- June 1, 2011
- Focusing Community Service efforts in this area
- Sawnee Electrical officials have submitted a plan to supply electricity
 - Legal is coordinately with Fulton County Services Bond Counsel for easement
 - Big thanks to Kevin Dye for his assistance

Ocee Park Stairs Project

- Design is complete by Wolverton and Associates
- Public Works reviewed the plans last week and has prepared comments back to Wolverton
- Public Works may be requesting funding for this project at mid-year budget adjustment.

Community Service Management

- 176 hours year to date
- Three "participants" currently

Alcohol in the Park/Autrey Mill

- Presented to City Council Work Session on April 25, 2011
- Conducting additional research

Upcoming Meetings:

- **May 18th- GRPA District 7 Meeting – Johns Creek**
 - City Welcome
 - Invocation



RECREATION & PARKS DIVISION

12000 Findley Road Suite 400 Johns Creek, GA 30097 • 678-512-3200 • 678-512-3270 fax

2011 SPRING EGG HUNT

Sunday, April 17

Newtown Park

We had perfect sunny weather for the 2011 Spring Easter Egg Hunt presented by the City of Johns Creek Recreation & Parks Division! About 700 people enjoyed the music, bubble machine, bounce house, coloring, crafts, face painting, giveaways, Easter Bunny, fire truck and a petting zoo.

A new addition to this year's event, the petting zoo – with baby ducks, baby chickens and a lamb – was a cuddly hit with lots of children!

Special thanks to:

- Fire Station 63
- Johns Creek Police





**DEPARTMENT OF PARKS AND RECREATION
ATHLETIC ASSOCIATION FACILITIES USE AGREEMENT**

This agreement made and entered this ____ day of _____, _____ (the "Effective Date") by and between the City of Johns Creek (hereinafter the "City") and **Newtown Recreation Athletic Association**, a Georgia non-profit organization (hereinafter referred to as the "Association").

WITNESSETH:

WHEREAS, the Association and the City are mutually interested in and concerned with providing and making available recreation programs, activities and facilities for the use and benefit of the citizens of the City of Johns Creek, Georgia; and

WHEREAS, the Association is organized as a non-profit corporation for, among other things, promoting athletics and recreation in the City; and

WHEREAS, the City wishes to support the Association and recognize its efforts in promoting athletics and recreation in the City; and

WHEREAS, the City owns and operates the property and facilities located at 3150 Old Alabama Road, Johns Creek, GA, known as **Newtown Park** (the "Facilities"); and

WHEREAS, the Association desires to conduct athletic programs (hereinafter referred to as the "Athletic Programs"), and make improvements as approved by the City;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein contained, the parties hereto agree as follows:

I. OBLIGATIONS OF THE CITY

The City agrees to:

- a. Allow the non-exclusive use of the Facilities to the Association under expressed terms and conditions set forth by the City for the purpose of conducting Athletic Programs; the use of the Facilities shall be limited to practices, games, meetings, clinics and demonstrations for the promotion of the sport, community interest and welfare, which may include opening day activities. The use of the Facilities for other events, such as tournaments and special events shall not be covered by this agreement, and, if the Association and City agree to terms for the use of the Facilities for such other events, such use or uses shall be governed by separate agreement or agreements.
- b. Provide a prepared field at the beginning of the Association's operating season, as set forth below, and a stockpile of soil, sand and brickdust, as needed for the infield use. Provide chalk for lining of the fields, and ~~"Sure-Dry" or other type~~ field conditioner to make muddy infield surfaces safe. Repair fences, gates, backstops, dugouts, batting cages, field lights, field electrical outlets, watering systems, park buildings and structures as needed.

- c. Clean restrooms not less than two (2) times weekly.
- d. Empty all trash cans not less than two (2) times weekly.

~~e. Mow grass on the playing fields not less than one (1) time weekly when weather allows.
The Association may also mow the fields using its own equipment. All mowing shall be conducted on weekdays and shall be concluded before three o'clock (3:00) p.m. to allow the fields to be used for practice.~~

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- e.
- f. The payment of all utility bills on athletic fields and facilities.

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II. OBLIGATIONS OF THE ASSOCIATION

The Association agrees to:

- a. Provide a sports program as a service to the City in accordance with all guidelines set forth by the City. The Association will adhere to and abide by Sections I through III of the Policies and Procedures for Athletic Associations Operating on City of Johns Creek Property, a copy of which is attached hereto or has been previously provided to the Association, and which is incorporated herein by reference.
- b. Comply with all statutes, ordinances, rules, orders, regulations and requirements of federal, state, county and city governments where applicable.
- c. Reinvest monies earned from use of the Facilities by providing improvements and/or services ("Reinvestment Improvements") to the Facilities.

The value/cost of Reinvestment Improvements to be required to be expended or performed by the Association shall be no less than (i) an amount equal to five percent (5%) of park-related program fees collected by the Association for Athletic Programs during the prior calendar year (hereinafter the "Past Term") or (ii) \$25,000.00, whichever is greater ("Required Expenditure Amount").

At the end of the calendar year, which shall also be the end of the Term, and no later than January 31st of the successive year, the Association shall provide the Recreation & Parks Manager of the City of Johns Creek (hereinafter the "Manager of Parks") with an accounting of program fees collected by the Association through Athletic Programs facilitated at the Facilities for the Past Term. The accounting provided by the Association shall be in such form as required by the Director of Finance of the City of Johns Creek (hereinafter "Finance Director"). Additionally, no later than January 31st of the successive year, the Association shall provide the City with documentation and receipts of payment for Reinvestment Improvements provided by the Association for the Past Term.

All Reinvestment Improvements are to be approved in writing by the Manager of Parks prior to commencement of said services/improvements. To the extent that any such Reinvestment Improvements are to be performed by any party other than the Association (hereinafter "Subcontractor"), any such contract or subcontract agreement for the provision of such services/improvements shall be in a form approved by the Manager of Parks and such contract shall not be executed without the prior written consent of the Manager of Parks. As provided in Section III(c) of this Agreement, any Reinvestment

Improvements made by the Association shall become the property of the City and shall remain a component part of the Facilities and shall be surrendered by the Association with the Facilities at the termination of this Agreement or any renewal thereof. Should the Association fail to obtain prior written approval and authorization from the Manager of Parks as required by this section, the City may immediately terminate this agreement.

Comment [KF1]: LEGAL will need to change language in this section to require the Association to pay the 5% revenue (no less than \$25K) directly to the City by January 31 of the following year. We should still allow the Associations to make additional park improvements with the written consent of the Parks Manager or his/her designee.

- d. Protect, defend, indemnify and hold harmless the City, its Mayor, Council members, officers, employees, successors, assigns, and agents from and against any and all claims, suits, losses, liabilities, damages, deficiencies, expenses, or costs (including, without limitation, reasonable attorney's fees, investigative and/or legal expenses, and costs of judgment, settlements, and court costs) (hereinafter "Claims") suffered or incurred by such parties whether arising in tort, contract, strict liability, or otherwise and including, without limitation, personal injury, negligence, wrongful death, or property damage, regardless of the outcome of any such action, proceeding, or investigation caused by, related to, based upon, or arising out of the Association's use of the Facilities, provision of Athletic Programs or activities, or otherwise, excluding Claims caused by the sole negligence of the City. The language of this indemnification clause shall survive the termination of this Agreement, even if the City terminates this Agreement for convenience.
- e. The Association shall procure at its own expense and shall maintain for the term of this Agreement the following insurance (with limits as shown herein) and shall protect the Association and the City from any claims for property damage or personal injury, including death, which may arise out of operations under this Agreement, and the Association shall furnish the Finance Director certificates of such insurance (as shown below) with the City as an additional named insured at least ten (10) days prior to use of the Facilities:

1. Comprehensive General Liability Insurance. The Association shall provide, maintain, and pay for comprehensive general liability insurance providing coverage with one million dollars (\$1,000,000.00) single limit for bodily injury and property damage for each occurrence, including contractor's liability insurance covering any indemnification or hold harmless provision of this Agreement, with the certificate evidencing such insurance and acceptable to the Finance Director, to be sent to the Finance Director prior to commencement of the Association's operations and activities at the Facilities pursuant to this Agreement.

2. Automobile Liability Insurance. The Association shall obtain, maintain, and pay for automobile liability insurance providing the following coverage: personal injury, including death limits of \$200,000.00 for each person and \$500,000.00 for each accident; property damage limits of \$100,000.00 for each accident and \$200,000.00 for the aggregate of operations; vehicular liability limits of \$100,000.00 for any person or \$200,000.00 for each occurrence, with a certificate evidencing such insurance and acceptable to the Finance Director, to be sent to the Finance Director prior to commencement of operations and activities at the Facilities pursuant to this Agreement.

Comment [KF2]: If Associations only use their own personal vehicles, should this insurance be required? LEGAL needs to provide direction on whether Auto Liability Insurance can be removed.

3. Worker's Compensation-Statutory and Employer's Liability. The Association shall obtain, maintain and pay for workers compensation insurance in the amount of \$500,000.00 for each occurrence and \$1,000,000.00 for aggregate of operations, with a certificate evidencing such insurance and acceptable to the Finance

Director to be sent to the Finance Director prior to commencement of operations and activities at the Facilities pursuant to this Agreement.

The insurance coverage evidenced by all of the above-described certificates shall not be cancelled or materially altered, or allowed to lapse until thirty (30) days' written notice has been received by the Finance Director, and it shall be the Association's responsibility to see that each company providing this coverage understands and complies with this required notice. Such policies shall be primary and non-contributing with or in excess of any insurance carried by the City. The Association shall not do any act which may make void or voidable any such policy or any other insurance on the Facilities.

The Association shall further either (a) require each of its Subcontractors to procure and to maintain during the term of his subcontract Subcontractor's public liability and property damage and vehicle liability insurance of the type and in the same amounts as specified in the preceding paragraphs, or (b) insure the activities of the Association's Subcontractors in the Association's own insurance policy.

- f. Adhere to all other provisions contained in this agreement.

III. THE ASSOCIATION'S MAINTENANCE RESPONSIBILITIES

- a. The Association is responsible for daily clean-up, placing litter in proper containers, and cleaning the concession stand prior to leaving the Facilities after each function (games and practices). At the end of the season (such ending date given on the Facility Use Permit), the Association is required to remove all supplies and equipment from the concession stand and the storage buildings owned by the City within seven (7) days unless permission to do otherwise is given in writing by the City.
- b. The Association must receive written permission from the City to use Association locks on buildings, light boxes and gates. When such permission is granted, the Association must furnish the City with a tagged key to each lock. Failure to supply said keys will result in the locks being cut.
- c. The Association shall obtain the prior written approval and consent from the City before making any repairs, improvements, additions or alterations to said premises, and all improvements, additions or alterations which may be approved shall become the property of the City and remain upon said premises and be surrendered with the premises at the termination of this agreement. Failure to obtain prior written authorization from the City can constitute cause for the immediate termination of this agreement.

~~d. The Association will maintain any and all improvements that, in the opinion of the City, are for the primary benefit of the user.~~

~~e.d.~~ The Association is responsible for reporting ~~all~~ any acts of vandalism to the facility or Association property to the City and the local Police Department. A copy of the police report must be filed with the City Department of Parks and Recreation.

~~f.e.~~ The Association shall not use the said premises for any purpose other than that of athletic practices, games, meetings, clinics and demonstrations for the promotion of the

sport, community interest and welfare as permitted by the Recreation Manager and his/her designee.

g.f. The Association agrees to take any action necessary to prevent or correct any nuisance or other grievances upon, or in connection with, said premises during the terms of this agreement.

h.g. The City or any of its agents or employees shall have the right to enter upon the said premise at any time during the term of this agreement to examine, inspect or supervise as deemed necessary.

IV. THE ASSOCIATION'S SAFETY PRECAUTIONS

a. The Association agrees to administer activities at the said facility in a safe and professional manner, having a sufficient number of adults present to supervise all scheduled activities, from the time the first person arrives until the last person departs. No practice or games during the school year may begin after 8:30 p.m.

b. A designated adult shall be placed in charge of operating the field lights each night and must be sure all such lights are ~~out~~ turned off before departing the area.

c. The City has the right to cancel any scheduled activity on an athletic field during inclement weather when it is determined that such activity would damage the field. Persistent damage to the City facilities by an Association will result in the Association being prohibited from using the City facilities.

d. ~~In the event of lightning, for~~ When inclement weather and/or lightning threatens the safety of the participants, all play shall be suspended until the danger has passed. When the field is cleared of participants, all children should be directed either inside a building or inside an automobile. In parks equipped with Thorguard Lightning Prediction Systems, the Association shall rely on the Thorguard System to determine when to clear the fields and when to safely resume play.

V. TERM AND RENEWAL

Subject to any provisions of this Agreement relating to earlier termination, this Agreement shall be effective for an initial term (the initial "Term") commencing on the first (1st) day of January, 2008, and terminating at midnight on the thirty-first (31st) day of December, 2008, absolutely and without further obligation of any kind on the part of the City. Thereafter, the Agreement will be renewed automatically for five (5) successive Terms of one (1) year each unless either party delivers written notice of non-renewal to the other party at least ninety (90) days prior to the expiration of the then existing Term. If written notice of non-renewal is given, this Agreement will terminate upon expiration of the then existing Term. Nothing stated herein shall obligate the City to extend this Agreement beyond the initial Term or any other successive Term.

VI. MISCELLANEOUS

a. The rights of the City under this agreement shall be cumulative, and the failure of the City to exercise promptly any right hereinafter shall not operate to forfeit or waive any of those rights.

- b. If the Association defaults on any obligation under this agreement or violates any term hereof, including, but not limited to, meeting the Required Expenditure Amount, the City may immediately terminate this agreement. In the event of such termination, the Association shall be liable to the City for any unpaid or unperformed portion of the Required Expenditure Amount for such Term.
- c. Additionally, each party may terminate this agreement without further obligation, except as provided in this paragraph, by giving the other party six (6) months' notice in writing; however, the Required Expenditure Amount for the Term shall be prorated and in the event such amount has not been met by the Association for the Term, the Association shall be liable to the City for such outstanding amount.
- d. This agreement may be modified only by a written agreement, signed by both the Association President and the Johns Creek City Council.
- e. The Association agrees to pay the cost of any legal proceedings, including all attorney's fees and court costs, which are incurred by the City on account of or because of the violation or alleged violation of any terms or provisions of this agreement.
- f. For the purpose of this agreement, any notices required to be sent to the Association shall be hand delivered or mailed to the President of the Association at the following address:

_____.

Any notices required being sent to the City shall be hand delivered or mailed to the Recreation and Parks Manager at the following address:

12000 Findley Road, Suite 400
Johns Creek, Georgia 30097

I, _____, President of the Association, have read this agreement and hereby agree that the Association will abide by the terms and conditions of this agreement. I also understand that failure to abide by these policies could result in the loss of the athletic fields permit(s), and that I may be held personally liable as President of the Association.

IN WITNESS THEREOF, the parties hereto have set their hands and seals.

[SIGNATURES ON NEXT PAGE]

CITY:

Manager, Recreation and Parks Department
City of Johns Creek

Date: _____

Michael E. Bodker, Mayor

Date: _____

ASSOCIATION:

| Newtown Recreation, Inc.
(Name of Association)

By: _____
(Name/Title)

Date: _____

PRESIDENT OF THE ASSOCIATION:

_____, Individually
(Name)

Date: _____

AMENDMENT TO AGREEMENT

AMENDMENT #1

WHEREAS, the undersigned parties have entered into a certain Facilities Use Agreement (the “Agreement”) dated February 25, 2008, wherein the City of Johns Creek, Georgia (the “City”) has agreed to allow Newtown Recreation, Inc. (the “Association”) the non-exclusive use of the facilities located at 3150 Old Alabama Road, Johns Creek, Georgia, known as Newtown Park (the “Facilities”), and the Association has agreed to conduct athletic programs and make improvements to the Facilities; and

Comment [KF1]: Amendment applies to both Newtown Recreation & Ocee Park Athletic Association.

WHEREAS, the parties desire to amend the Agreement, it being to the mutual benefit of all parties to do so, as set forth herein for the reasons and consideration set forth herein.

NOW THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and the mutual promises made herein, and other valuable considerations paid by each to the other, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to modify and amend the Agreement as follows:

1. The Agreement shall be amended by adding to Section I, the following Subsection (g):

“g. Grant to the Association the exclusive right to sell concessions at the Facilities during the performance of Athletic Programs. The City shall have the right to terminate such exclusive right at any time by providing written notice of such termination to the Association. Such termination shall be effective upon submittal of written notice by the City. As a condition precedent to offering any concessions for sale, the Association shall:

- (i) Submit to the City its menu providing the items offered for sale as concessions and the costs of same; and
- (ii). Obtain the City’s written approval of such menu.

This Section I(g) shall supersede and control over any other provisions of this Agreement with which it may conflict.”

2. The Agreement shall be amended by striking Subsection (d) of Section III, entitled “The Association’s Maintenance Responsibilities,” and replacing it with the following Subsection (d):

“d. The Association shall maintain any and all improvements and other property that, in the opinion of the City, are for the primary benefit of the Association, which shall include, but not be limited to, all concession stands and concession stand equipment, including without limitation refrigerators, freezers, ice machines, popcorn machines, and ovens.”

Comment [KF2]: Legal to incorporate these Amendments into the revised Facility Use Agreement

(Continued on Following Page)

3. It is agreed by the parties hereto that all of the other terms and conditions of the Agreement, including all unamended portions, shall remain in full force and effect other than as modified herein. Upon execution by all parties, this Amendment shall be attached to and form a part of said Agreement.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed and sealed as of this, the ____ day of _____, 20____.

CITY:

City of Johns Creek, Georgia

Michael E. Bodker, Mayor

Date: _____

ASSOCIATION:

Newtown Recreation, Inc.

By: Brandon Allen, President

Date: _____

Brandon Allen

Brandon Allen, Individually

Date: _____



PARKS AND RECREATION RECREATION AND PARKS DEPARTMENT DIVISION
POLICIES AND PROCEDURES

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Comment [KF1]: Remove table of contents section and replace with a Title Page.



Recreation & Parks Division

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Park Association Policies & Procedures Manual

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(revised April 2011)



PREFACE

The development and use of recreational resources bought and paid for by the City of Johns Creek taxpayers are of great importance to the quality of life of the entire community of the City of Johns Creek. To ensure that youthrecreation athletic programs provide an environment which enhances character and confidence in youngsters, each youthPark athletic Association (each referred to as an "Association") will be provided with this document of policies and procedures for which compliance will be mandatory under the facility use agreement executed by the Association and the City of Johns Creek (the "City").

Each Association operating on City park property must inter-enter into a facility use agreement with the City. Each such agreement is to be executed a minimum of thirty (30) days prior to opening day of the sport season on behalf of the Association by the President, and, on behalf of the City, by the City Council or the Mayor. This Agreement, may be issued quarterly, semi-annually or annually at the discretion of the City. The agreement specifically identifies facility to be used by the Association and the terms and conditions of the Association's use. Adherence to all requirements outlined in the Policies and Procedures for Associations operating in the City on City Property is a condition of the Agreement and is made a part thereof by reference.

Preference will be given to those Association that illustrate and ability to serve the greatest cross section of the community. Every effort shall be made by the Association to involve all segments of the local-City population regardless of age, gender, and level of ability, including by not limited to youth, young adults, seniors, males, females, able bodies persons and physically or mentally challenged persons.

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Comment [KF2]: Throughout the document, "Athletic Association" language has been replaced with "Park Association" terms so that this document may apply to ALL Park Associations, not just Athletic Associations.

Associations currently holding use permits will submit proposals in a competitive environment. Any facility released by an Association, or any new facility, will be available based on a competitive basis and in response to an expressed community need.

The City reserves the right to revoke or otherwise terminate a facility use agreement if the Association abandons its responsibilities without reason or just cause.

INTRODUCTION

Volunteers are a vital component in serving the youth and adults of the City. While volunteers are not formally ~~ly department~~Division employees, each volunteer is a representative of the City to the public and is responsible for carrying out his or her duties to the best of his or her abilities at all times. Volunteers are asked to treat each other and those they serve with the respect and dignity. Program AdministratorsPark Associations shall respect volunteers by answering their questions and providing them with ~~any-the necessary~~ resources, supplies or information needed. Volunteers are one of the City's most valuable assets.

In order for a group of people to work together to accomplish organizational goals, regulation, policies and procedures must be established. The following behaviors have been identified as unacceptable for any volunteer. These behaviors are grounds for disciplinary actions, which include termination of the volunteer's activities for the City.

Unacceptable Work Behaviors and Offenses:

- ❖ Consistent and or excessive tardiness or absences
- ❖ Obscene or abusive language or behavior on the job with the public
- ❖ Failure to follow supervisor's instruction/insubordination
- ❖ Acts or threats of physical violence
- ❖ Theft
- ❖ Consistently ineffective or insufficient technical knowledge
- ❖ Incompetence or inability to perform duties assigned
- ❖ Failure to comply with ~~department~~Division policy, procedures, work rules or instruction
- ❖ Being under the influence of illicit drugs or alcohol while on duty or upon reporting to duty
- ❖ The unlawful possession of controlled substances on City property
- ❖ Falsifying records or documents
- ❖ Failure to meet expected standards or performance resulting in a poor quality or low volume of work
- ❖ Abuse of safety policies, work rules and procedures resulting in property damage or a preventable accident
- ❖ Having financial interest in or receiving a personable benefit from the profits or services rendered by the City
- ❖ The unauthorized or improper use of City facilities, materials or property
- ❖ Abandonment of the job
- ❖ Conduct discrediting the City
- ❖ Conviction of a crime
- ❖ Violation of any provision of the Charter, Ordinance, Code, Resolutions, Personnel Rules or any administrative regulation of a volunteer's superiors
- ❖ Refusing to cooperate with an investigation
- ❖ Acts or threats of child abuse

SECTION I

LEGAL AND ORGANIZATIONAL REQUIREMENTS OF ATHLETIC PARK ASSOCIATIONS

ATHLETIC PARK ASSOCIATION LEGAL AND ORGANIZATIONAL REQUIREMENTS

BY-LAWS

In order to operate an athletic association (each an "Association") in the City of John Creek, the City of Johns Creek Recreation and Parks ~~Department~~Division requires each ~~athletic park~~ association to adhere to the following minimum criteria:

1. ORGANIZATIONAL STRUCTURE

Each Association shall be governed by a Board of Directors and By-laws. *A copy of the By-laws is required and must be turned into the City of Johns Creek Recreation and Parks ~~Department~~Division before a facility use agreement can be issued.*

The Board of Directors shall be elected annually via publicized and open elections. Eligible voters include current members of the Association, participants, parents and/or guardians having achieved the legal voting age as prescribed in Georgia law. The Board will consist of a minimum of five (5) members and will include: a president or Commissioner, Vice President or Vice Commissioner, Secretary, Treasurer, and Certification Officer. ~~Each member~~At least seventy-five percent (75%) of the Board of Directors shall be a residents of Johns Creek. The City reserves the right to assign the ~~Volunteer Coordinator~~Recreation & Parks Manager~~Recreation Manager or his/her designee~~ or other ~~Department~~Divisional Staff of the Association Board of Directors in an *ex officio* capacity.

Comment [KF3]: Recommend that a certain % of Board Members are City-Residents. City of Alpharetta suggests that each Associations should "strive to achieve a minimum of 50%" residents on each Board. Should a non-resident be allowed to serve as a Board President?

Terms for elected officials should be limited to three (3) years and staggered to ensure a smooth transition from year to year. Officers may not succeed themselves for consecutive terms. *A list of Board members names, addresses and phone numbers is required and must be submitted to the Recreation and Parks ~~Department~~Division.* ~~Board members should live in the immediate area of the park or facility they represent.~~

~~When an Association is responsible for more than one sport (Baseball, Softball, Football, Cheerleading, Soccer, Tennis, Lacrosse, Track and Field, Swimming, Basketball, etc.) or the facilities are shared by two or more Associations, an Association member is required to sit on both boards to insure a smooth transition between seasons.~~

2. NONPROFIT ORGANIZATIONAL STATUS

Each Association must maintain Articles of Incorporation and registration with the Secretary of State's office as an active non-profit organization. When an Association is incorporated, *a copy of the incorporation papers must be supplied to the Recreation and Parks ~~Department~~Division. All such documentation shall be kept current. The City shall be notified of any changes in by-laws or corporate stature. Articles of Incorporation must be filed in the Recreation and Parks ~~Department~~Division within ninety (90) days on approval to operate the Association on City property. An extension may be granted for good cause shown.* ~~For more information concerning incorporation, please contact the Recreation and Parks Department.~~

3. DISCIPLINARY PANEL

Each Association is required to establish an Athletic Disciplinary Panel to resolve disputes using the guidelines outlined below.

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- ❖ Appoint a three (3) or five (5) member Athletic Disciplinary Panel consisting of officers from the Board, the ex officio staff board member, and at least one non-board member.
- ❖ Schedule a face-to-face presentation from each party involved in the violation at a pre-designated location. Participants agree that the decision of the panel is final and binding.
- ❖ Render a binding decision within forty-eight (48) hours based on the facts gathered during the process.
- ❖ Notify the ~~Volunteer Coordinator~~ Recreation & Parks Manager Recreation Manager or his/her designee in writing of the dispute and the appropriate action taken by the Athletic Disciplinary Panel in a signed statement by the President of the Association within two weeks of the original incident.

4. ATHLETIC PARK ASSOCIATION MEETINGS

In addition to those meetings required through the laws of incorporation, all Associations must have at least one (1) membership meeting each year at a time and place fixed by the President of the Association. This meeting will include a representative from the City of Johns Creek Recreation and Parks ~~Department~~ Division and the proposed election of the Board of Directors.

For each Association Board Meeting, meeting minutes shall be taken by the Association Secretary and made available to the City and Association Membership via the Association's website.

The Association President or his or her designated representative is required to attend ~~the Quarterly President's Roundtable Meeting~~ the all Athletic Park Association Meetings and Recreation & Parks Advisory Committee meetings held within the Recreation and Parks Department offices by the Recreation & Parks Division.

5. FINANCES AND FINANCIAL REPORTS

Each Association must supply the Recreation and Parks ~~Department~~ Division with an annual financial statement ~~at the start and end of the season~~ no later than January 31st of the successive year. This financial statement must be prepared (using Form D as an example) on Form D, by a certified public accountant, and signed by the Association President verifying that the report is accurate. Failure to comply with this condition can result in the immediate termination of any existing agreement and/or the preclusion of the Association from actively pursuing future agreements with the City. The Association may appeal such action to the City Manager Manager of the Recreation and Parks Department Division whose decision shall be final.

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Comment [k4]: Annual Form 990 Tax Return?

Comment [KF5]: Appeal to City Manager?

A signed copy of the financial statement is required before the issuance of a facility use agreement.

6. CAPACITY PLAN

Each Association shall ensure that their total registration for each season does not exceed the capacity of the facilities available. Adequate time shall be allotted for each recreation team to practice and play games. Recreation teams shall have priority of field use for games and practices.

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6.7. REGISTRATION OF PARTICIPANTS / NON –RESIDENT FEE POLICY

All Associations who use the City of Johns Creek ~~athletic~~park facilities must have open registration for participants. All Associations shall provide equal opportunity without regard to race, color, religion, sex, national origin, and disability. Due to the limited number of facilities, limits on the number of participants may be ~~necessary~~set by the Recreation & Parks Division. ~~A priority system may be installed when there are more participants than spots available. If it becomes necessary to institute a priority system, it must be approved by the City and the priority guidelines made available to the public.~~

All Associations shall register participants in accordance with the City's Non-Resident Fee Policy. Associations shall charge an additional fee for non-city residents for programs conducted at City Facilities. For registration purposes, the definition of a "resident" is a person whose legal domicile is located within the city limit boundaries of the City of Johns Creek. "Non-city resident" applies to all others. All non-resident fees collected by the Association shall be paid to the City at the conclusion of each season's registration period.

Comment [KF6]: Reference entire Non-Resident Fee Policy in Appendix

The dates and times for registration will be determined by the President and the Board of Directors of the Association. The announcement of those dates will be given to the general public through normal publicity measures.

Each Association must provide the Recreation and Parks ~~Department~~Division with a list of the days, times and location for registration. Once ~~the participants have registered~~registration has closed, a list of the participants' names, addresses, age, gender, phone number, and email address must be supplied to the Recreation and Parks ~~Department~~Division. The participant list shall be in electronic form.

When the schedule of games and activities are issued to participants, a copy must also be supplied to the Recreation and Parks ~~Department~~Division. This includes anticipated and known tournament dates. This will help in the distribution of information to participants and the general public. A list of all managers, coaches and assistant coaches, team mates, and phone numbers must be supplied to the Recreation and Parks ~~Department~~Division before the start of the season.

Once established, via a team roster, rosters are frozen except in the event of a declared tournament or special event occurring outside of seasonal scheduled play. The Association shall establish a process for the replacement of players that have left the team or have become injured. Teams found to be using players not appearing on the original ~~roaster~~roster face expulsion from the Association.

The Association's Board of Directors or the sport specific Commissioner should designate a process for the selection of head coach, assistant coach and team membership selection (i.e. tenure, level 3 certification, etc.) The process must reflect these guidelines: (1) Distinguishing between experience and area of expertise for Head Coach and 1st year coach (2) Quantity certification, (e.g., two certifications vs. one), (3) Shadowing experience for 1st year coach and the like.

8. PARK ASSOCIATION WEBSITE

Each Association shall manage and maintain a website site for the purpose of providing information including, but not limited to:

- Association Contact Information (Address, Email, Phone, etc.)
- Program Information
- Registration Fee, Process, Dates, Times, etc.
- League Rules
- Practice and Game Schedules
- Association Board Members and Contact Information
- Association Board Meeting Dates
- Association Board Meeting Minutes

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79. LIABILITY INSURANCE COVERAGE

All Associations shall provide comprehensive liability insurance coverage. Coverage shall cover potential injuries to participants, officials or spectators as well as damage to City facilities and/or equipment. Minimum insurance limits shall be set by the City. Evidence of current coverage is required before an Association may commence use of City facilities. Failure to provide proof of acceptable levels of insurance coverage will result in forfeit of all rights and privileges to facilities.

810. CONTRACT COMPLIANCE

All Association shall comply with the terms and conditions of the facility use agreement and the Policies & Procedures Manual. Compliances shall also include the timely submission of required and requested documentation including: facility use agreement, Certification of Insurance; Board of Directors/Officers; Participation Reports; List of Coaches; Game Schedules; Team Rosters; Annual Financial Reports; Non-City Resident participation fees; and the Annual Meeting/Election Notice.

Non-compliance will be addressed with the following 3-step procedure:

- Step 1: The Recreation ~~and Parks~~ Manager or his/her designee mails a letter to the Association President and Board Members outlining the offense.
- Step 2: The concession stand and athletic fields are locked, until the Association is compliant with the City of Johns Creek Recreation and Parks ~~Department~~Division Policies and Procedures for Park Associations Operating on City of Johns Creek Property.
- Step 3: Volunteer(s) and/or Board members responsible for the offense(s) are released and the Association forfeits all rights and privileges for field use permit for the following season.

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SECTION II

OPERATIONAL REQUIREMENTS OF ATHLETIC PARK ASSOCIATIONS

ATHLETICPARK ASSOCIATION **OPERATIONAL REQUIREMENTS**

1. CERTIFICATION REQUIREMENTS

For Park Associations that provide sports programming, ~~All managers, coaches, and assistant and volunteer~~ coaches are required to receive certification by one of the listed authorities: Dole, Simply the Best, ASEP, or NYSCA. The Recreation and Parks ~~Department~~Division may honor the certification of other sports specific programs, however, such approvals will be done on a case by case basis. All coaches, assistant coaches and managers must be educated and trained on how to successfully coach a youth sports team. Every child in the program shall be assured that he or she will receive fair and safe coaching and that all participants will have a good chance for success. Each volunteer who is planning to coach or assist in the coaching of a youth league team is required to fill out a City of Johns Creek Volunteer Application prior to the start of each sports season.

Volunteers who fail to complete the application may be removed from the field at the discretion of the City. Any Association permitting non-certified volunteers to participate will forfeit all rights and privileges to facilities for failure to comply with this requirement.

The City reserves the right to suspend or reject a coach, assistant coach or other volunteer for non compliance with the certification requirements or unacceptable work behaviors and offenses as set forth in these policies. Any volunteer identified in such action may appeal to the ~~Recreation and Parks Manager~~Recreation Manager or his/her designee whose decision in such matters shall be final.

2. CRIMINAL BACKGROUND SEARCH

In order to ensure the safety and well being of program participants, the city of Johns Creek reserves the right to mandate criminal background checks of all paid and volunteer staff. All background checks are to be conducted by the City of Johns Creek or a third party agency that specializes in this area. Any person can be disqualified or restricted in duties if, it is discovered that the person has been convicted of certain crimes and/or has pleaded guilty or no contest to certain crimes.

Prior to the start of each sports season, all prospective paid and volunteer staff must complete and sign the City's ~~Volunteer a~~Application and GCIC Consent Form authorizing the ~~Association or its agent~~City to conduct a criminal background search, ~~and check personal references.~~ Without a completed and signed volunteer application, a person cannot serve in any paid and or volunteer position with the Association. The Association ~~will conduct a search and~~ is responsible for checking references for all prospective teen and adult volunteers. Both procedures comprise one component of the paid and volunteer staff placement process, the goal of which is to screen prospective paid and volunteer staff and place capable and qualified adults in all operational positions.

Comment [k7]: City JCPD currently runs background checks on all volunteers submitted by the Association

The criminal offenses that will disqualify a person from paid and volunteer staffing participation and the corresponding process used to determine disqualification are detailed below. The decision whether to exclude or limit a prospective paid and volunteer's staff participation is within the discretion of the Association and the Recreation and Parks ~~Department~~Division. Factors to be considered in making such determinations include, but are not limited to, the nature of the paid or volunteer position, the nature of the conviction and when the crime occurred. The City's and each Association's primary concern is always to safeguard the best interest of participants in athletic and recreational activities.

Procedure to Criminal History Information

- ❖ Each prospective paid and volunteer staff must complete and sign the City Volunteer Application and GCIC Consent Form which authorizes the ~~Association or its agents~~City to ascertain the applicants' criminal history record according to Federal and Georgia State law.
- ❖ All paid and volunteer staff completing the application shall be considered to be "pending" until such time as the criminal history record is returned. The pending status shall not exceed sixty (60) days from receipt of the application in the administrative offices of the Association.
- ❖ Providing false information on the application is grounds for automatic exclusion from paid and volunteer assignments, regardless of the results of the criminal background search.
- ❖ Upon receiving a report, that a paid or volunteer staff has a criminal record, ~~The Association~~the Recreation & Parks Division shall review the record according to established procedures and decide ~~what record(s) shall be forwarded to the Manager of the Recreation and Parks Department~~whether the paid or volunteer staff member shall continue to serve the Association.
- ❖ The following rules shall apply if the ~~department~~Division receives information (via criminal background search or reference check) that a pending paid or volunteer staff has been convicted of, or who has pled guilty or no contest to one of the following crimes under the laws of the State of Georgia, another states or the United States.

Automatic disqualification:

- ❖ Crimes against children
- ❖ Homicides
- ❖ Kidnapping
- ❖ Arson
- ❖ Bombs, Explosives, Chemical and Biological Weapons Offenses

Requires review by the ~~Recreation and Parks Manager~~Recreation Manager or his/her designee:

- ❖ Robbery
- ❖ Sexual Offenses
- ❖ Drug Offenses (misdemeanor and felony convictions)
- ❖ DUI Offenses (2 or more repeated convictions) within the last year
- ❖ Assault and Battery Offenses (felony convictions)
- ❖ Weapons and Dangerous Instruments
- ❖ Thefts (1 or more convictions within a 5-year period)

- ❖ Deposit Account Fraud (1 or more convictions within a 5-year period)

Requires review by the Association:

- ❖ First Offender Status
- ❖ DUI convictions within the last 5 years
- ❖ Illegal use of financial transaction card offenses
- ❖ Thefts (conviction six years ago or more)
- ❖ Motor Vehicle and Traffic Offenses
- ❖ Assault and Battery Offenses (misdemeanors, except repeated offenses)
- ❖ Deposit Account Fraud (conviction six years ago or more)
- ❖ Criminal Trespass and Damage to Property Offenses
- ❖ Forgery and Fraudulent Practices Offenses (less than 3 convictions within a 5-year period)
- ❖ Gambling Offenses
- ❖ Obstruction of Public Administration Offenses
- ❖ Reckless Conduct
- ❖ Public Order Offenses
- ❖ Other Misdemeanor Offenses

All information included in the contents of a criminal history report is confidential. The paid and volunteer staff may request a copy of his or her criminal history by contacting the ~~Association~~ City of Johns Creek ~~or their designee~~.

The Recreation ~~and Parks~~ Manager or his/her designee ~~or Association~~ shall review the record, taking into account the following:

- ❖ The nature and gravity of the offense(s)
- ❖ The presence or absence of a judicial disposition
- ❖ The disposition of the case
- ❖ The amount of time since the offense, conviction and completion of a sentence
- ❖ The individual's employment record and conduct since the offense, conviction and completion of sentence
- ❖ The response the individual gave on the application to the question regarding the individual's criminal history
- ❖ The nature of the paid and volunteer position in relation to the conduct
- ❖ ~~The information included in the APPENDIX of this document to aid in the review of the criminal records~~

APPENDIX

1. TERMINOLOGY

Single-state offender- criminal offenses on record only in the state (Georgia) for which a record was requested

Multi-state offender- criminal offenses on record in one or more states in addition to the state for which a record was requested

First offender- a statute which allows a person who otherwise has no criminal record to enter a guilty plea to the charged offense and serve a probationary sentence, the length of which is left to the discretion of the judge. If the defendant successfully completed the terms and length of the probation, the previously-entered guilty will be considered to be a First Offender plea under O.C.G.A. § 42-8-62. First Offender treatment is not considered a conviction and the defendant shall be considered to have been completely exonerated of the charge. First Offender records are not expunged, but rather are public records, conspicuously marked so as to indicate First Offender treatment. These are also reported to the Georgia Crime Information Center (GCIC).

Note: In these cases, employers are reminded to look at the behavior associated with the original offense and determined if such behavior may constitute moral turpitude and if public awareness of such conduct would diminish the effectiveness of a paid and volunteer staff. Looking solely at the outcome of the case is not sufficient to make such determination.

Nolo Contendere- a plea in which the defendant chooses not to contest the charge being prosecuted. Accordingly, while not admitting guilt, the defendant nevertheless waives all defenses and submits to a sentence to be imposed by the judge. The plea of Nolo Contendere is not technically a plea of guilt, but can be considered by a judge if the defendant commits the same offense again.

Dismissal- the adjudication of a criminal case in which the judge accepts the prosecutor's recommendation of a nolle prosequi.

Nolle Prosequi- a recommendation from the prosecutor to terminate criminal proceedings of a charge or charges against the defendant. This action is tantamount to the charges being dropped. The judge however is not obligated to follow the recommendation. The prosecutor can reinstate the prosecution of the charge or charges within 6 months of the execution of the nolle prosequi.

Misdemeanor- criminal offense in which the maximum penalty carries not more than 12 months incarceration and not more than \$1,000 in fines.

Felony- criminal offenses in which the minimum penalty carries not less than 12 months incarceration and not less than \$1,000 in fines. Legal foundations establish that almost all felonies are offenses, which bear the label of moral turpitude- those acts, which violate accepted moral standards apart from law making the acts criminal.

Probation- that period of time (when a defendant, having pleaded guilty or is found to be guilty, convicted and sentenced) which does not consist of incarceration. Probation can be revoked and the defendant placed in custody (incarcerated), if terms of the probation are violated.

Charge- a written accusation containing the offense(s) the defendant is alleged to have committed.

Sentence- following conviction, the judge's imposition of a penalty for the offense(s) the defendant has either pled to or been found guilty of.

Disposition- the final resolution of criminal proceedings brought against a defendant. A disposition can consist of a dismissal, pleas (guilty or nolo contendere) verdict or nolle prosequi. The disposition of a criminal case will be recorded on the Judge's Sentencing Order and may be obtained from the clerk of the court in which the case was prosecuted. A copy is provided to the defendant upon the imposition of a sentence, sent to a probation office (if probation is part of the sentence) and is maintained in the clerk of court's office. A summary of the disposition may appear on the Criminal History report, if the information has been forwarded by the court to the appropriate state crime reporting system and such information has been entered into the crime information database. If information has not been entered into the database or if charges are pending, the disposition will not be shown on the report.

Comment [KF8]: Is this Terminology section necessary? REMOVE?

2. ASSOCIATION FEES AND CHARGES

The Association may charge reasonable fees in order to conduct their program. The Association will adhere to the current fee policies set by the City, as they may be changed from time to time. *Prior to the start of registration, all proposed fees and charges must be submitted and approved by the City of Johns Creek Recreation and Parks ~~Department~~Division.*

All Associations shall charge fees in accordance with the City's Non-Resident Fee Policy. Associations shall charge an additional fee for non-city residents for programs conducted at City Facilities. For registration purposes, the definition of a "resident" is a person whose legal domicile is located within the city limit boundaries of the City of Johns Creek. "Non-city resident" applies to all others. All non-resident fees collected by the Association shall be paid to the City at the conclusion of each registration period.

All revenue received by the Association must be used exclusively for the operation and promotion of the program being conducted or towards the City facility being used. Absolutely no admission or parking fees for games (including tournament or exhibition games), are to be collected at any City of Johns Creek Parks by an Association and/or other group without the prior knowledge and written consent of the ~~Manager of the Recreation and Parks Department~~Division Recreation Manager or his/her designee.

No paid and volunteer staff, unaffiliated with the Association, may handle cash or other items of value from citizens or vendors.

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The ~~Department~~Division reserves the right to audit the financial records of the Association at any reasonable time. Per the terms and conditions of the use agreement, the Association is mandated and required to provide a balance sheet to the City in consideration of further participation within this program.

3. FINANCIAL ASSISTANCE / SCHOLARSHIPS

~~The All Park Associations has the authority~~are encouraged to establish a scholarship program within financial limitations and to approve or deny each request based on the Association's documented criteria for determining need. Associations may be requested to provide proof of financial solvency prior to issuing scholarships or providing free participation. The Association shall determine whether or not to charge non-resident fees to non-resident scholarship recipients. Regardless, the Association is responsible to pay the City non-resident fees for non-resident scholarship recipients to the City. Scholarships may not be withheld from any eligible applicant indiscriminately.

4. SAFETY AND EQUIPMENT

Each Association is responsible for operating their program(s) ~~in~~as safely ~~environment~~as possible. All ~~sport~~equipment must meet national safety standards with regular documented inspections as to the condition of the equipment performance. This includes equipment rented, leased, donated, or loaned to participants by the Association. All fields and facilities should be inspected by the Association before each use to insure a safe ~~environment~~atmosphere.

It is required that no less than one ~~adult coach or assistant coach~~supervisor be on duty when ~~teams or players~~participants are occupying the facilities. Associations must have a sufficient number of mature representatives present to supervise all scheduled activities from the time the participants arrive until the area has been completely vacated.

It is the responsibility of the Associations to have on hand and to maintain a first aid kit to deal with cuts, bruises and contusions that may occur during activities. Associations are encouraged ~~to purchase defibrillators and train members in their use~~to train their staff and volunteers in the common practice of first aid, CPR and use of AEDs.

It is the responsibility of the Association, coaches, assistant coaches, players and other paid and volunteer staff to report any illegal, unsafe or hazardous areas or activities on or near the activity area(s) to the Recreation and Parks Division-

5. DISCRIMINATION

Subject to appropriate classification for purposes of insuring the safety, health, and welfare of participants, each Youth Association agrees that all persons shall be offered the opportunity to participate in all Association programs regardless of race, color, national origin, religion, sex, age, and handicap, unless such participation would

create a risk to the participant or an imminent danger to other participants, spectators, officials and/or themselves.

6. MAINTENANCE RESPONSIBILITIES

Each Association is responsible for ~~all~~ field preparation for games and practices ~~and all other maintenance above and~~ beyond the regularly scheduled maintenance services provided by the City.

The Association is responsible for:

- ❖ ~~Dragging, raking~~ Raking, chalking and lining the fields during the season
- ❖ ~~Moving bases, goals, corner flags, etc. in their proper positions for practices and/or games.~~
- ❖ ~~Providing paid or volunteer staff responsible for:~~
 - ~~Keeping the announcer's booth, concession stand and rest rooms clean and safe during the activity~~ all Association's activities.
 - ~~Keeping all litter picked up around the dugouts, bleachers, fields, fences, concession stands, etc. and placing all litter in the proper trash receptacles before, during and after each event.~~
 - ❖ ~~Inspecting and cleaning rest rooms during all Association activities in addition to the regular cleaning provided by the Recreation and Parks Division~~
 - ❖ ~~Keeping all litter picked up around the dugouts, bleachers, fields, fences, concession stands, etc. and placing all litter in the proper trash receptacles before and after each event.~~
 - ❖ ~~Cleaning rest rooms during the event in addition to the regular Monday, Wednesday, Friday department cleaning~~
 - ❖ ~~Cutting grass in addition to the weekly mowing (done by the City, if weather permits)~~
 - ❖ Reporting any damaged, dangerous or faulty equipment to the City of Johns Creek Recreation and Parks ~~Department~~ Division. Work request for general maintenance or special needs on existing facilities should be made in writing to the City of Johns Creek Recreation and Parks ~~Department~~ Division.

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In lieu of a security/damage deposit the Association shall be responsible for security and any repair and replacement cost for any damage caused by negligence or misuse of premises. Any damaged items shall be assessed by the Recreation and Parks ~~Department~~ Division and the sole discretion rests with the ~~Recreation and~~ Parks Manager or his/her designee.

7. PUBLIC USE OF FIELDS

All City of Johns Creek ~~parks and recreation~~ Recreation and Parks facilities are available for public use. Those facilities under a facility use agreement are available first to the indicated Association for scheduled games, activities, practice or maintenance. When not ~~in use~~ in use by the Association, the facilities are available to the public on a

first come, first serve basis, or may be rented by the Division to outside groups as deemed appropriate. The Association may not prohibit public access of facilities during unscheduled times. The Association may not manipulate facilities at the expense of public access rights. Changes or deviations to the Association's approved schedule must be submitted to, and approved by the ~~Manager of Parks and Recreation~~Recreation and Parks Manager or his/her designee prior to occupancy. Failure to comply with this condition will be viewed as non-compliance with the use agreement and subject to termination of said agreement.

8. SUB-LEASE OF FACILITIES

The City of Johns Creek park facilities under a facility use agreement to an Association may be permitted by the Association to a third party organization for the purpose of conducting additional sports activities or services. The City of Johns Creek Recreation and Parks ~~Department~~Division must approve any third party agreement and associated fees. At no time shall an Association engage in a third-party agreement, nor shall the Association sublet or subdivide city facilities. This includes, but is not limited to, USE OF FIELDS, CONCESSIONS FACILITIES, PAVILIONS AND/OR SIMILAR STRUCTURES without the prior knowledge and written consent of the ~~Recreation and Parks Manager~~Recreation Manager or his/her designee. Any violation of this regulation will forfeit the Association rights and privileges to operate on City properties, and could lead to an investigation and charges being filed. Any fees and/or charges must be used specifically to recoup maintenance, utility, and operational costs. Third parties must ~~carry~~carry appropriate insurance or fall under coverage of facility use agreement holder as specified in Section I.

9. ALTERATIONS/IMPROVEMENTS

The Association may not, without prior written approval from the ~~Recreation and Parks Manager~~Recreation Manager or his/her designee, make alterations and/or improvements to the Facilities. Said alterations/improvements, including permits, fees, utilities, inspections, easements, etc. shall be at the sole cost of the Association. The Association may not allow, permit or otherwise incur a lien of any sort or kind to be filed against said facilities. Alterations/improvements, if of a permanent nature, shall become a part of the premises and all title and rights to said alterations/improvements shall vest to the City.

If not of a permanent nature, said alterations/improvements may be removed by the Association upon termination of this agreement. In such case, the site shall be restored to the original condition, except for normal wear and tear.

10. CAPITAL IMPROVEMENTS

-Throughout the year, the Recreation and Parks Division evaluates the condition of all park facilities and amenities. During these inspections, Division staff will determine whether or not facilities and amenities are in need of removal, repair, and/or replacement. Maintenance needs are prioritized by the Division based on safety, vandalism, functionality, aesthetics, etc.

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During the City budget process (mid-year and/or fiscal year), Division staff will prepare a list of capital improvement projects to be recommended for funding. The list of projects shall include the cost estimates and justification, and shall be presented to the Recreation & Parks Advisory Committee (RPAC) for review. The RPAC shall prioritize the list of projects and may recommend adding or deleting projects recommended by staff. The RPAC shall provide a recommended capital improvement project budget request to be provided to the Parks Manager or his/her designee for consideration during the budget process.

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Park Association representatives are encouraged to identify capital improvement projects respective to the facility or facilities on which they operate. The list of projects should be prioritized by the Association Board and presented to the Parks Manager or his/her designee prior to the start of the budget process. The Parks Manager or his/her designee shall determine whether or not to include recommended projects in the list that is presented to the RPAC.

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10. ASSOCIATION WEBSITE

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Each Association shall manage and maintain a website site for the purpose of providing information including, but not limited to:

Association Contact Information (Address, Email, Phone, etc.)

Program Information

Registration Fee, Process, Dates, Times, etc.

League Rules

Practice and Game Schedules

Association Board Members and Contact Information

Association Board Meeting Dates

Association Board Meeting Minutes

11. CITY AFFILIATION / USE OF CITY LOGO

—All Park Associations shall identify themselves as a “Non-profit Athletic Park Association of the City of Johns Creek” on all Association printed materials and on the Association website.

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Require logo and recognition of affiliation on website and all printed materials?

The Association’s use of the City of Johns Creek logo must first be approved by the Recreation Manager or his/her designee. Use of City Logo must be approved by the Recreation & Parks Division?

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City Logo on uniforms sleeves?

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12. PARTICIPANT EVALUATIONS

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All participants in Association programs must be given an opportunity to complete a participant evaluation at the conclusion of each program or season in which he/she participated. Associations are encouraged to use an online survey system like Survey Monkey or Woofu to collect survey responses. The evaluation, at a minimum, should include questions pertaining to the administration and organization of the program

(i.e. ease of registration, quality of coaches, program structure, program content, etc.) and the condition and appearance of the park facilities. The Association should ask participants for comments and suggestions to improve the program. A summary of participant evaluations should be prepared and distributed to the Association Board, the Recreation Manager or his/her designee, and the Recreation and Parks Advisory Committee within two months from the end of each season. Upon request, the Association must make completed participant evaluations available to the Recreation and Parks Division.

SECTION III

CITY ORDINANCES PERTAINING TO CITY ~~PARKS~~ ~~AND RECREATION~~ RECREATION AND PARKS

CITY ORDINANCES

Comment [KF9]: LEGAL NEEDS TO REVIEW
-Add any changes to City Code/Ordinances

1. PARK HOURS.

All City parks shall be closed, and no person shall be authorized to be on the premises or property of any City park, between the hours of 12:00 midnight and 6:00 a.m., except authorized City employees or persons engaged in activities authorized by the City Recreation Board and Recreation Director, or the Council (Ch.8, Art. 2, Sec. 4(g)).

2. ALCOHOLIC BEVERAGES.

Comment [KF10]: Pending Council decision on allowing alcohol served at Autrey Mill Nature Preserve.

It shall be unlawful for any person to possess and/or consume any alcoholic beverage, or be under the influence of alcoholic, malt and/or vinous beverage, within any public park and/or within any building under the supervision of the Recreation Director unless such usage is expressly permitted by signage or published rules of the particular park or recreation building (Ch.8, Art. 2, Sec. 4(a)).

3. FIREARMS.

It shall be unlawful for any person to possess any firearm, air gun or any explosive substance in any of the City parks, unless written permission for such has been authorized by the Recreation Director (Ch.8, Art. 2, Sec. 4(b)).

Comment [KF11]: REMOVED? Legal needs to review

4. SMOKING.

It shall be unlawful for any minor to smoke in a park (Ch.8, Art. 2, Sec. 4(l)).

5. NOISES.

It shall be unlawful for any person to make any unnecessary, loud noises, engage in noisy disputes or conversation, engage in any indecent or loud acts of behavior, or in any other manner disturb the public peace, quiet, and order in any of the City parks (Ch.8, Art. 2, Sec. 4(f)).

6. PETS.

Any owner or custodian of a dog shall secure such dog under leash, which may be no longer than six (6) feet in length, and under the control of a competent person (Ch. 5, Art. 1, Sec. 9 (b)). Owners shall remove pet excrement from City parks (Ch. 8, Art. 2., Sec. 4 (h)).

7. MOTOR VEHICLES.

It shall be unlawful for any person to drive, operate and/or park any motor vehicle, mini-bike, or motorcycle within any City park, except in areas designated for such use. This section does not apply to City employees when municipal duties require them to drive over said park and/or to park their vehicles or equipment in order to perform City business (Ch.8, Art. 2, Sec. 4(e)).

8. SPEED LIMIT.

It shall be unlawful for any person to operate a motorized vehicle upon any road within a park in the City at a speed greater than 15 miles per hour (Ch.8, Art. 2, Sec. 4(n)).

9. SKATEBOARDS.

It shall be unlawful for any person to operate a skateboard on any street, lane, way, road, and/or any parking lot in any park in the City unless otherwise designated by signage or published rules (Ch.8, Art. 2, Sec. 4(m)).

10. LITTERING.

It shall be unlawful for any person to place any paper, books, refuse, or trash of any kind in any of the public parks, except in containers provided for such (Ch. 8, Art. 2, Sec. 4(k)).

11. POLLUTING WATER.

It shall be unlawful for any person to pollute or disturb any spring, branch, pond, fountain, or other water owned by or leased to the City (Ch.8, Art. 2, Sec. 4(j)).

12. SWIMMING IN LAKES.

It shall be unlawful for any person to swim in or enter any lake at any park in the City for the purpose of swimming or wading unless a permit for such has been issued by the City ~~Parks and Recreation~~ Recreation and Parks Department ~~Division~~ or an authorized representative, or such person or persons are conducting Recreation ~~Department~~ Division Business (Ch.8, Art. 2, Sec. 4(o)).

13. KILLING WILDLIFE.

It shall be unlawful for any person to hunt, trap, shoot, maim or kill any animal or wildlife, or attempt to do any of the above to any animal or wildlife within any of the City parks without the written permission of the Recreation Director (Ch.8, Art. 2, Sec. 4(d)).

14. POSTING SIGNS.

It shall be unlawful for any person to affix any bill, sign, or notice on any tree, building, or fixture in any of the parks (Ch. 8, Art. 2, Sec. 4(k)).

15. PERMIT REQUIRED.

It shall be unlawful for any person to engage in any activity in City parks which requires a permit and/or a ticket without first obtaining such permit and/or ticket (Ch.8, Art. 2, Sec. 4(i)).

SECTION IV

OPERATIONAL POLICIES OF | ~~ATHLETIC~~ PARK ASSOCIATIONS



**PARKS AND RECREATIONRECREATION AND PARKS
DEPARTMENTDIVISION
ATHLETIC PARK ASSOCIATION OPERATIONAL POLICIES**

1. FACILITY USE AGREEMENT

Each Youth Athletic Park Association must enter into a Facility Use Agreement with the City of Johns Creek Parks and RecreationRecreation and Parks DepartmentDivision. This agreement is executed by the President of the Athletic Park Association and the City of Johns Creek Board of CommissionersCity Council. This agreement is issued for a specified length of time and specifically identifies the facility to be used and the terms and conditions of said use.

Associations who have utilized a facility during the previous year and have provided programming that met the recreational needs of the community shall have first refusal on said facility for the upcoming year. If a new facility is opened in a park and is made available for association use then association (or groups) already using facilities in the park/area will have the right of first refusal.

Any group or organization who has worked in the previous year in conjunction with the DepartmentDivision of conducting a new program will have one calendar year to fulfill the requirements of an association. Any new association who wishes to enter an agreement with the City of Johns Creek must apply in writing and be prepared to present their caseproposal.

If more than one has made an application for a particular facility, The City of Johns Creek will make a determination based on which association will best meet the recreational needs of the community.

2. FACILITY/PARK PERMITS

A Facility/Park-Field Use Permit will be issued after the Facility Use Agreement is signed by all parties. It will contain specific dates and times the association has use of the facility/park. (Appendix, Form G)

EXHIBIT “B” (Page 1)

Completion of this form required upon execution of contract

Association to outline proposed reinvestment services/provisions below, including costs/value.

Comment [KF12]: This form can be deleted

Total value of reinvestment services/provisions: \$ _____

Association to complete attached Project Improvement Report (Page 2, Exhibit “B”) and forward to City prior to commencement of improvements.

EXHIBIT "B" (Page 2)

Comment [KF13]: This form can be deleted

PROJECT IMPROVEMENT REPORT

Association Name _____ Page _____ of _____

Contact Name (Print) _____ Telephone Number _____

☐ APPROVED ☐ DENIED ☐ PENDING _____
Date

Submission Date	Project Construction Period (ex. 1wk)	Project Start Date	Project Description	Project Budget	Project Amount	Comments	Actual Start Date	Actual Completion Date
				\$	\$			

Association President _____
Signature _____ Date _____
~~Department~~ Division Director _____
Signature _____ Date _____
Grants & Contracts Manager _____
Signature _____ Date _____

Please Return To:

Johns Creek ~~Parks and Recreation~~ Recreation and Parks Department ~~Division~~
Grants and Contracts Manager
[Street Address]
[City, State, Zip]
[Phone #]

PARKS SERVICES	DATE SUBMITTED	RECEIVED DATE	RECEIVED BY
FINANCE	DATE SUBMITTED	RECEIVED DATE	RECEIVED BY

SECTION V

APPENDIX



**PARKS AND RECREATIONRECREATION AND PARKS
DEPARTMENTDIVISION
YOUTH ATHLETIC PARK ASSOCIATION CHECKLIST
(Form A)**

The following is a checklist of items that must be submitted to the ~~Parks and Recreation~~Recreation and Parks DepartmentDivision before a Facility Use Agreement can be issued. Once this information is signed by the President of the Association and the City of Johns Creek City Council, a permit will be issued for the fields for the coming year.

- _____ A written request by the association to use the athletic field(s). (~~Forms B~~)
- _____ A copy of the Associations By-laws. (If a copy is already on file, an additional copy is not necessary).
- _____ A copy of the Youth Athletic Park Associations Charter, indicating the Association is registered with the Secretary of State as a non-profit organization. (If a copy is already on file, an additional copy is not necessary).
- _____ A copy of current 501 (c) 3 non-profit eligibility with the Internal Revenue Service. (If a copy is already on file, an additional copy is not necessary).
- _____ A ~~copy list~~ of the Current Board of Directors including member addresses, email and phone numbers. (~~Form C~~)
- _____ Written Notification of Election (~~Form L~~)
- _____ A signed copy of last seasons financial statement. (~~Form D~~)
- _____ A written copy of the Athletic Park Associations proposed charges – per person breakdown. (Form E)
- _____ Registration information, dates, times, locations, etc. (~~Form F~~)

After the Facility Use Agreement has been signed by both parties, a Facility/Park Field Use Permit will be issued. This permit shall~~it contains list~~ the specific times and dates the Association has access to the facility. (~~An example copy of Facility /Park Permit has been included; Form G~~)

After the facility permit agreement has been signed, the Athletic Park Park Association must supply the ~~Parks and Recreation~~Recreation and Parks DepartmentDivision the following:

- _____ A list of all registered participants, names, ages, address, email address and phone numbers.
- _____ A check made payable to the City of Johns Creek for ~~\$15 per out of city program participant~~all non-resident fees due to the City.
- _____ A volunteer application for each coach, assistant coach, team mom/parent, and Board Member. (Form H)
- _____ A list of all Youth League Head Coaches and the team they coach. (~~Form I~~)
- _____ A copy of the present practice and game schedule.
- _____ A ~~copy of the~~ participation summary sheet for each program and age group. (~~Form J~~)



DEPARTMENT DIVISION OF PARKS & RECREATION

Request for Athletic Fields

(Form B)

Comment [KF14]: This Form can be deleted

As President of the _____ Athletic Park Association,
(Association Name)

I, _____, would like to request the use of the following
(President's Name)

athletic fields for the upcoming 20 _____ season.
(Name of sport)

Please list the fields requested:

We would like to start scheduling practices on: _____

Our Opening Day Ceremony will be: _____



~~PARKS AND RECREATION~~ **RECREATION AND PARKS**
~~DEPARTMENT~~ **DIVISION**

Athletic Field Reservation
(Form B)

Comment [KF15]: This form can be deleted

Name of Applicant _____

Name of Organization _____

Tax Exempt Number _____

Address _____

City _____ State _____ Zip _____

Day phone (area code) _____ Evening phone _____

Fax number (area code) _____ Type of Event _____

Name of Park/Field Requested _____

Date(s) of Event (include beginning and ending times) _____

Number of spectators anticipated _____ Reason requested _____

Lights needed? Yes _____ No _____

For ~~Department~~ Division Use Only

Approved _____ **Not Approved** _____ **If not approved**

explain _____

|



PARKS AND RECREATION
DEPARTMENT

200__ Board of Directors

Athletic Park Association

(Form C*) *An Excel spreadsheet noting this information may be substituted.

Comment [KF16]: This form can be deleted

President: _____
Address: _____
City/St/Zip: _____
Phone #s: _____

Board Member: _____
Address: _____
City/St/Zip: _____
Phone #s: _____

Vice President: _____
Address: _____
City/St/Zip: _____
Phone #s: _____

Board Member: _____
Address: _____
City/St/Zip: _____
Phone #s: _____

Secretary: _____
Address: _____
City/St/Zip: _____
Phone #s: _____

Board Member: _____
Address: _____
City/St/Zip: _____
Phone #s: _____

Treasurer: _____
Address: _____
City/St/Zip: _____
Phone #s: _____

Board Member: _____
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Board Member: _____
Address: _____
City/St/Zip: _____
Phone #s: _____



PARKS AND RECREATION RECREATION AND PARKS DEPARTMENT DIVISION

Income and Expense Report _____ to _____, 200____

Athletic Park Association
(Form D - EXAMPLE)

INCOME:

Registration Fees:	
Baseball	\$ _____.
Football	\$ _____.
Cheerleading	\$ _____.
Soccer	\$ _____.
Out-of-City Participants	\$ _____.
Fund Raisers:	
Candy Sales	\$ _____.
Raffles	\$ _____.
Special Events	\$ _____.
Sponsors Fees	\$ _____.
Donations	\$ _____.
Outstanding Loans	\$ _____.
Team Pictures	\$ _____.
Uniforms	\$ _____.
Other Services	\$ _____.
Player Physicals	\$ _____.
Scholarships	\$ _____.
Interest Income	\$ _____.

CONCESSIONS:

Food Sales	\$ _____.
Candy & Snack	\$ _____.
Miscellaneous	\$ _____.

TOTAL INCOME \$ _____.

EXPENSES:

Loan Payments	\$ _____.
Association Dues	\$ _____.
Uniforms	
Baseball	\$ _____.
Football	\$ _____.
Cheerleading	\$ _____.
Soccer	\$ _____.
Equipment	
Baseball	\$ _____.
Football	\$ _____.
Cheerleading	\$ _____.
Soccer	\$ _____.
Maintenance & Repair	\$ _____.
Officials	

Baseball	\$ _____
Football	\$ _____
Soccer	\$ _____
Photographer	\$ _____
Special Events	\$ _____
Insurance	\$ _____
Physical	\$ _____
Refunds	\$ _____
Storage	\$ _____

CONCESSIONS

Food Purchases	\$ _____
Candy	\$ _____
Purchases	\$ _____
Utilities	\$ _____
Miscellaneous	\$ _____

FIELD MAINTENANCE

Field Upkeep	\$ _____
Equipment	\$ _____
Chalk Dust/Paint	\$ _____
Grass Cutting	\$ _____
Other	\$ _____

ADMINISTRATIVE EXPENSES

Rent	\$ _____
Utilities	\$ _____
Telephone	\$ _____
P.O. Box	\$ _____
Program Advertising (Publicity)	\$ _____
Newsletter	\$ _____
Printing (Registration Forms, etc.)	\$ _____
Postage	\$ _____
Office Supplies	\$ _____
Miscellaneous	\$ _____
Insurance (Players/Coaches/Administration)	\$ _____
Legal	\$ _____
Bank Charges	\$ _____

AWARDS

Banquet	\$ _____
Team trophies	\$ _____
Individual trophies	\$ _____
Raffle tickets Awards for sellers	\$ _____

TOTAL EXPENSES	\$ _____
EXCESS/DEFICIT	\$ _____

We presently do our banking with: _____

Checking Account balance: \$ _____

Savings Account balance: \$ _____

Investment Account balance: \$ _____

Must attach annual IRS form 990 Tax Return (for non-profits)

As President of the [AthletePark](#) Association, I certify the above financial information to be true.

Signed: _____ Date: _____



PARKS AND RECREATION RECREATION AND PARKS DEPARTMENT DIVISION

AthleticPark Association's Proposed Fees and Charges
(Form E*) *An Excel spreadsheet noting this information may be substituted.

Comment [KF17]: This form can be deleted

SPORT: _____ YEAR: _____ SEASON: _____

As President of the _____ AthleticPark Association, our proposed fee charges this season is as follows:

Cost Per Player Breakdown:

<u>Age Group</u>	<u>Registration Fee</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Does a second, third, or fourth child get a break on price? (check one) ☐ Yes ☐ No

If yes, what is the amount or breakdown? _____

Are scholarships available? (check one) ☐ Yes ☐ No; If yes, how many? _____

What is the cost to the participant? _____

The Players Registration Fee includes: (check)

Game Jersey ☐ Game Pants ☐ Hat ☐ Socks ☐ T-shirt ☐
Colored Undershirt ☐ Pictures ☐ Trophies ☐ Awards ☐
Raffle Tickets ☐ Other _____

What does the player get to keep at the end of the season? _____

Does the League fee include all fees, or is each participant required to sell raffle tickets, tickets for drawings, or other fund raisers? (check one) ☐ Yes ☐ No **If yes:**

Type of fundraiser: _____ Type of item to sell: _____

Each player is expected to sell: _____ for \$ _____, \$ _____ total
(#of items) (cost for each) (amount sold)

Signed _____ (Association President)



PARKS AND RECREATION RECREATION AND PARKS DEPARTMENT DIVISION

**Athletic Park Association's Proposed Fees and Charges
(Form E2)**

As President of the _____ Athletic Park Association, our proposed fee charges this year is as follows:

Cost Per Player Breakdown: FOOTBALL

Comment [KF18]: This Form can be deleted

_____ lbs. \$ _____.	_____ lbs. \$ _____.
_____ lbs. \$ _____.	_____ lbs. \$ _____.
_____ lbs. \$ _____.	_____ lbs. \$ _____.

Does a second, third, or fourth child get a break on price? (check one) ☐ Yes ☐ No

If yes, what is the amount or breakdown? _____

Are scholarships available? (check one) ☐ Yes ☐ No; If yes, how many? _____

What is the cost to the participant? _____

The Players Registration Fee includes: (check)

Game Jersey ☐ Game Pants ☐ Hat ☐ Socks ☐ T-shirt ☐
Colored Undershirt ☐ Pictures ☐ Trophies ☐ Awards ☐
Raffle Tickets ☐ Other _____

What does the player get to keep at the end of the season? _____

Does the League fee include all fees, or is each participant required to sell raffle tickets, tickets for drawings, or other fund raisers? (check one) ☐ Yes ☐ No **If yes:**

Type of fundraiser: _____ Type of item to sell: _____

Each player is expected to sell: _____ for \$ _____, \$ _____ total
(#of items) (cost for each) (amount sold)

Signed _____ (Association President)



~~PARKS AND RECREATION~~ ~~RECREATION AND PARKS~~ ~~DEPARTMENT~~ ~~DIVISION~~

Registration Information
(Form F)

Comment [KF19]: This form can be deleted

The _____ Athletic Park Association will conduct Player Registration for
_____ at the following times and locations:
(sport)

Registration for **EXISTING PLAYERS** (those who participated in the league last year on a team) will begin:

_____ at _____
(month, date, year) (location)
from: _____ to _____
(time) (time)

Registration for **NEW PLAYERS** is scheduled to begin:

_____ at _____
(month, date, year) (location)
from: _____ to _____
(time) (time)

Other registration dates include: _____
_____ at _____
(month, date, year) (location)
from: _____ to _____
(time) (time)

The season is scheduled to start on: _____; the season will end on: _____.



PARKS AND RECREATION

RECREATION AND PARKS DEPARTMENT
DIVISION
Facility/Park Permit
(Form G)

Comment [KF20]: This Form can be deleted

This agreement made the _____ day of _____, 200____ by and among the

_____ hereinafter referred to as "Organization", and the City of
(Name of Organization)

Johns Creek, Witnesseth that whereas the Organization will utilize the

_____ at _____ and whereas the City of Johns
(Facility/Ball fields) (said Park being City of Johns Creek Facility)
Creek and the City of Johns Creek Citizens desire such recreational programs be

provided by the organization; the City of Johns Creek and Organization agree as follows:

Reason for park use: _____

1. Organization has use of the above listed facility on (list chronologically):

_____ from _____ a.m/p.m to _____ a.m/p.m
_____ from _____ a.m/p.m to _____ a.m/p.m
_____ from _____ a.m/p.m to _____ a.m/p.m
_____ from _____ a.m/p.m to _____ a.m/p.m
_____ from _____ a.m/p.m to _____ a.m/p.m
_____ from _____ a.m/p.m to _____ a.m/p.m

(Tournament)

2. The Organization agrees to abide by the regulations herein provided and understands that the violation of any of the following regulations would cause the Organization to be prohibited from the further use of the Facility. Prior to negotiating this contract, the Organization must meet the following requirements:

Furnish the City of Johns Creek with a copy of:

1. Organization's By-Laws reflecting acceptable participation clause.
2. Current list of all officer's names, address, and telephone numbers.

Insure that no persons shall be denied participation in any park or program based on race, color, national origin, religious background, sex or age.

Members of the organization agree to abide by all policies of the City of Johns Creek as stated in the ~~Parks and Recreation~~ **Recreation and Parks** Guidelines of Operation and other policies written or implied.

Now, therefore, the party in consideration for the premises stated herein above do hereby affix the signature of the respective office, this the _____ day of _____, 200____.

Print Name and Title of Organization Official

Signature of Organizational Official

Print Name and Title of Director, Parks & Recreation

Signature of Director, Parks & Recreation



PARKS AND RECREATIONRECREATION AND PARKS ~~DEPARTMENT~~DIVISION

**Johns Creek Recreation and Parks ~~Department~~Division
Volunteer Application, Release, and Consent**

(Form H)

Comment [KF21]: This Form should be replaced with current Volunteer Application Form

I hereby apply to be a volunteer for the Johns Creek Recreation & Parks ~~Department~~Division. I understand that if selected to be a volunteer I may not receive any financial compensation for my time and that I am responsible for my expenses. I further understand that my services as a volunteer will not be for any specific length of time or duration.

I understand that in order to be considered for a volunteer opportunity I must first successfully pass a background screening process. I hereby authorize the City to receive any criminal history on file pertaining to me from any federal, state, or local criminal justice agency. I understand that other criteria will be evaluated by the City to determine my ability to carry out the duties and responsibilities related to my application to be a volunteer. I understand that if selected to be a volunteer it is a privilege, not a right, and that as a volunteer for the City of Johns Creek, I would be an ambassador for the City and therefore would represent myself professionally and with integrity at all times. I would adhere to the terms and conditions as set forth for the volunteer opportunity for which I am applying.

I acknowledge the risk of injury while performing volunteer services for the City of Johns Creek, and I knowingly assume those risks; I accept the responsibility for my participation, including transportation to and from all activities associated with my volunteer services, and I represent that I am in sufficient good health and physical condition to undertake my volunteer services.

I release, discharge and hold harmless to the fullest extent permitted by law, the City of Johns Creek, the City of Johns Creek Recreation and Parks ~~Department~~Division, and their respective officials, officers, employees, sponsors, organizers, supervisors, volunteers, participants and agents, from any and all claims, actions, or causes of action of whatever kind and nature, including claims for property damage, bodily injury or death, arising out of, or sustained as a result of, my participation as a volunteer for the City of Johns Creek.

I consent that my name, photograph, image, and/or likeness may be used, in perpetuity, by the City of Johns Creek for promotional and information purposes in print, on the City website, and in other media.

PRINT FULL NAME

SIGNATURE

DATE

ADDRESS

CITY STATE ZIP

*SEX *RACE *DATE OF BIRTH *SOCIAL SECURITY NUMBER

*The above information is necessary to retrieve criminal history information.

PHONE: (H) _____ (W) _____ EMAIL: _____

APPLYING TO VOLUNTEER FOR (SPORT/ACTIVITY)

How long have you lived in the state of Georgia? _____ If less than 5 years, please list your most recent out-of-state resident address: _____

Have you ever been convicted of a criminal offense?	NO	YES
Have you ever been convicted of a crime involving bounced checks or stolen money?	NO	YES
Have you ever been convicted for use or sale of illegal drugs?	NO	YES
Has your driver's license ever been suspended or revoked?	NO	YES
Have you ever been convicted of child neglect or abuse?	NO	YES
Do you currently hold a valid Georgia Driver's License?	NO	YES
Do you have any pending offenses?	NO	YES



Johns Creek Recreation and Parks Department Volunteer Application, Release, and Consent

I hereby apply to be a volunteer for the Johns Creek Recreation & Parks Department. I understand that if selected to be a volunteer I may not receive any financial compensation for my time and that I am responsible for my expenses. I further understand that my services as a volunteer will not be for any specific length of time or duration.

I understand that in order to be considered for a volunteer opportunity I must first successfully pass a background screening process. I hereby authorize the City to receive any criminal history on file pertaining to me from any federal, state, or local criminal justice agency. I understand that other criteria will be evaluated by the City to determine my ability to carry out the duties and responsibilities related to my application to be a volunteer. I understand that if selected to be a volunteer it is a privilege, not a right, and that as a volunteer for the City of Johns Creek, I would be an ambassador for the City and therefore would represent myself professionally and with integrity at all times. I would adhere to the terms and conditions as set forth for the volunteer opportunity for which I am applying.

I acknowledge the risk of injury while performing volunteer services for the City of Johns Creek, and I knowingly assume those risks; I accept the responsibility for my participation, including transportation to and from all activities associated with my volunteer services, and I represent that I am in sufficient good health and physical condition to undertake my volunteer services.

I release, discharge, indemnify and hold harmless to the fullest extent permitted by law, the City of Johns Creek, the City of Johns Creek Recreation and Parks Department, and their respective officials, officers, employees, sponsors, organizers, supervisors, volunteers, participants and agents, from any and all claims, actions, or causes of action of whatever kind and nature, including claims for property damage, bodily injury or death, arising out of, or sustained as a result of, my participation as a volunteer for the City of Johns Creek.

I consent that my name, photograph, image, and/or likeness may be used, in perpetuity, by the City of Johns Creek for promotional and information purposes in print, on the City website, and in other media.

PRINT FULL NAME _____		SIGNATURE _____		DATE _____
ADDRESS _____		CITY STATE ZIP _____		
*SEX _____	*RACE _____	*DATE OF BIRTH _____	*SOCIAL SECURITY NUMBER _____	
*The above information is necessary to retrieve criminal history information.				
PHONE: (H) _____ (W) _____ EMAIL: _____				
APPLYING TO VOLUNTEER FOR (SPORT/ACTIVITY) _____				
How long have you lived in the state of Georgia? _____ If less than 5 years, please list your most recent out-of-state resident address: _____				
Have you ever been convicted of a criminal offense?	NO	YES		
Have you ever been convicted of a crime involving bounced checks or stolen money?	NO	YES		
Have you ever been convicted for use or sale of illegal drugs?	NO	YES		
Has your driver's license ever been suspended or revoked?	NO	YES		
Have you ever been convicted of child neglect or abuse?	NO	YES		
Do you currently hold a valid Georgia Driver's License?	NO	YES		
Do you have any pending offenses?	NO	YES		



PARKS AND RECREATION RECREATION AND PARKS DEPARTMENT DIVISION

200____ Volunteer Coaches Roster

Athletic Park Association

(Form I*) *An Excel spreadsheet noting this information may be substituted.

Comment [KF22]: This form can be deleted.....Association to provide info electronically

Team Name: _____	Team Name: _____
Head Coach: _____	Head Coach: _____
Phone #s: _____	Phone #s: _____
Team Name: _____	Team Name: _____
Head Coach: _____	Head Coach: _____
Phone #s: _____	Phone #s: _____
Team Name: _____	Team Name: _____
Head Coach: _____	Head Coach: _____
Phone #s: _____	Phone #s: _____
Team Name: _____	Team Name: _____
Head Coach: _____	Head Coach: _____
Phone #s: _____	Phone #s: _____
Team Name: _____	Team Name: _____
Head Coach: _____	Head Coach: _____
Phone #s: _____	Phone #s: _____
Team Name: _____	Team Name: _____
Head Coach: _____	Head Coach: _____
Phone #s: _____	Phone #s: _____



PARKS AND RECREATION
DEPARTMENT

200 Participation Summary

Athletic Park Association

(Form J)

Comment [KF23]: This Form to be Deleted.
Association to provide info electronically

Number of Teams and Breakdown:

Age Group: _____	Number of Teams: _____	Gender: _____
Age Group: _____	Number of Teams: _____	Gender: _____
Age Group: _____	Number of Teams: _____	Gender: _____
Age Group: _____	Number of Teams: _____	Gender: _____
Age Group: _____	Number of Teams: _____	Gender: _____
Age Group: _____	Number of Teams: _____	Gender: _____
Age Group: _____	Number of Teams: _____	Gender: _____

Ages: _____ **to** _____ **Total Number of Teams** _____

Number of Participants:

Number of games:

Per Team: _____	Regular Season: _____
Total Participants: _____	Playoff/Tournament: _____ (anticipated)

All Star Teams:

Number of Teams Selected: _____	Number of Players Selected: _____ (Per team)
Total over All Star participants: _____	

Signed: _____ Date: _____
(Association President)



PARKS AND RECREATION RECREATION AND PARKS DEPARTMENT DIVISION

Athletic Park Association's Sub-Lease Request
(Form K)

Comment [KF24]: Need to replace with current Sub-Lease Request Form

_____ request permission to enter into a sub-lease agreement
(Association's Name)

assigning use of _____ facilities to the _____.
(Park's Name) (Sub-Lease Organization)

Organization Contact: _____ Phone: _____

Organization Address: _____

1. Is the organization registered with the Secretary of State's office as non-profit? ☐ Yes ☐ No

2. Specify which fields and facilities the organization would like to use at the park.

3. Specify the activity for which the park facilities will be used.

4. Specify when the organization will use the facilities. (include beginning and ending dates, days and times) _____

5. Specify fees and deposits the organization will be asked to pay to the [athleticPark](#) association and indicate any services the organization will receive for those fees. (include use of lights, time, labor, etc.)

I, _____, hereby confirm that the organization for which this sub-lease request has been submitted meets the legal and organizational requirements specified in Section I, of the Policies and Procedures Manual for the [AthleticPark](#) Associations operating on the City of Johns Creek Property, of the Facility Use Agreement. I also hereby confirm that the fees and deposits requested of the organization fairly represented the cost to this athletic association to provide those services indicated above.

President's Signature: _____ Date: _____

Office Use Only: Request is : ☐ Approved ☐ Denied Comments: _____

Director's Signature: _____ Date: _____



JOHNS CREEK RECREATION & PARKS DEPARTMENT
ATHLETIC ASSOCIATION SUB-CONTRACT REQUEST
FORM

12000 Findley Road Suite 400 Johns Creek, GA 30097 • 678-512-3200 • 770-512-3270 fax

The City of Johns Creek Recreation & Parks Division shall approve all contracts/agreements between all City-sponsored Park Associations and any Third Party Business/Organization that is requesting use of City Park Facilities through the Association's Facility Use Agreement.

Date of Request: _____

Athletic Association making the Request: _____

City of Johns Creek Park: _____

Sub-Lease Organization: _____

Organization Contact: _____ Phone: _____ Email: _____

Organization Address: _____

1. Specify all Fields and/or Facilities the Organization would like to use at the Park:

2. Specify the Activity for which the Park Facilities will be used:

3. Specify when the Organization requests to use the Facilities (include start/end dates and times):

4. Specify fees and deposits the Organization will be asked to pay to the Athletic Association and indicate any services the Organization will receive for those fees. (Use of fields, concession stand, lights, time, labor, etc.) Indicate who will collect the fees and how the fees will be paid to the Organization and Athletic Association.

INSURANCE AND LIABILITY

1. If approved, the Organization shall obtain liability insurance through an endorsed policy naming the Athletic Association and the City of Johns Creek, its officers, agents and employees as additional insured, and shall furnish to City within thirty (30) days prior to the commencement of the contract, a copy of said liability insurance policy. The Instructor's policy shall cover potential injuries to participants, officials or spectators as well as damage to City facilities and/or equipment. Evidence of current coverage is required before an Instructor may commence use of City facilities. Failure to provide proof of acceptable levels of insurance coverage will result in forfeit of all rights and privileges to facilities.

At a minimum, the above described insurance must include the following elements and limits of coverage.

Comprehensive General Liability

1. Bodily Injury (each occurrence and annual aggregate)	\$1,000,000
2. Property damage (each occurrence and annual aggregate)	\$1,000,000
3. Personal injury (each occurrence and annual aggregate)	\$1,000,000

Automobile Liability

1. Bodily injury (each occurrence)	\$1,000,000 combined single limit
2. Property damage (each occurrence)	\$1,000,000 combined single limit

Formatted: None, Indent: First line: 0"

BACKGROUND CHECKS

If approved, the Organization, Instructor and any assistants or support personnel shall provide proof that they have completed a national background history check. The City of Johns Creek shall retain the right to prohibit anyone from working in our City Parks based on the results of the background check.

NOTE: The City of Johns Creek Recreation & Parks Department reserves the right to require the Sub-Lease Organization to meet the legal and organizational requirements specified in Section I of the Policies and Procedures Manual for City-Sponsored Associations operating on City of Johns Creek Property.

I, _____, hereby confirm that the fees and deposits requested of the Organization fairly represent the cost to this Association to provide those services indicated above.

Park Association President's Signature: _____ Date: _____

OFFICE USE ONLY

Approved: _____ Not Approved: _____ Staff signature: _____ Date: _____



~~PARKS AND RECREATION~~RECREATION AND PARKS ~~DEPARTMENT~~DIVISION

Notification of Election
(Form L)

Comment [KF25]: This Form to be DELETED.

_____, hereafter referred to as "Association", does hereby notify the City of Johns Creek ~~Parks and Recreation~~Recreation and Parks ~~Department~~Division of the Association's intent to schedule an election of officers to serve on the Board of Directors. The Board of Directors will be elected annually providing a minimum of thirty (30) days public notice via open elections. Terms for elected officials must comply with the By-laws submitted to the City of Johns Creek.

Tentative date of election _____
(Call to confirm, three weeks prior to actual election)

This is to request election service assistance from the ~~Parks and Recreation~~Recreation and Parks ~~Department~~Division.

Check all that apply:

_____ Slate of Officers (includes printing of ballots and printing of election notices)

_____ Counting of ballots (includes counting ballots on the scene and official notification later)

_____ Poll Manager (includes City of Johns Creek staff to supervise the election balloting and counting by the Association)

_____ Voting machine (one voting machine will be provided per 125 voters)

_____ Other services, please explain: _____

Signature: _____ Date: _____
(President of Association)

City Code – Chapter 38 Parks & Recreation – Recommended Changes

- Article 1: Clarify Parks Manager & Recreation Manager duties
- Article 2: Allow RPAC to meet bi-monthly or quarterly
- Article 3: Add to Prohibited Acts in Public Parks

Alcohol in Public Parks

Allowing alcohol to be served at Autrey Mill Nature Preserve Summerour House for special events.

Golfing Regulated

It shall be unlawful for any person to practice, play or otherwise participate in the game of golf, except at a recreation facility designated for such use and only in accordance with the rules, regulations and restrictions promulgated by the Parks Manager or his/her designee.

Pyrotechnics restricted

It shall be unlawful for any person to possess, display, use, set off or attempt to ignite any firecracker, fireworks, smoke bombs, rockets, black powder guns or other pyrotechnics, unless approved by written permit by the Recreation Manager or his/her designee.

Recreation facility restrictions

It shall be unlawful for anyone to enter locked or closed (by field closed signage) any sport field for recreational use unless approved by permit, by the Recreation Manager or his/her designee.

Animals restricted

- (a) It shall be the duty of every animal owner or custodian whose animal is in a recreational facility to have physical control of the animal by leash or lead line at all times unless in designated dog park areas where off leash is permitted or approved otherwise, by permit, by the Parks Manager or his/her designee. It shall be unlawful for any person with an animal, other than seeing eye dogs as necessary, to access areas of a recreation facility which are restricted to animals. It shall be the duty of every animal owner or custodian of any animal whose animal is in a recreation facility to immediately and properly dispose of waste deposited by the animal.
- (b) It shall be the duty of every animal owner or custodian of any animal whose animal is in a recreation facility to have in their possession proof of a current rabies vaccination for their animal.

	A	B	C	D	E	F	G	H	I	J	K
1	Facility	Location	Permit Req	Fee	Police	Cash Bar	Lic Caterer	Alc on Sunday	Weddings per year	Operations Managed By:	Notes
2											
3	Mansell House	Alpharetta	Yes	\$50	No*	No	No	Yes	20	Alpharetta Historical Society	* Full time employee is present
4											
5	Gwinnett Historic Courthouse	Lawrenceville	No	N/A	Yes	No	No*	Yes	56	Gwinnett County Parks Dept	*Must sign General Release Food Svc Affidavit
6											* Must have a city licensed bar tender
7											
8	River Landing	Roswell	No	N/A	Yes	No	No	Yes	100+/Booked all year	Roswell Parks Dept*	*Not classified as a Park
9											
10	Down Town Green	Duluth	No	N/A	Yes	Yes	No	Yes	50	City of Duluth	
11											
12	Chattahoochee Nature Ctr	Roswell	No	N/A	Yes	No	Yes	Yes	6	Independent of govt svcs	Business Lic, Health Inspection, Insurance Secondary
13											
14	Dunwoody Nature Ctr	Dunwoody	N/A	N/A	N/A	N/A	N/A	N/A	0	Independent of govt svcs	No weddings
15											
16	Barrington House	Roswell	N/A	N/A	N/A	N/A	N/A	N/A	0	Roswell Parks Dept	No weddings: One alc event annually-Spec Event Permit

Chapter 38 - PARKS AND RECREATION

ARTICLE I. - IN GENERAL

Sec. 38-1. - Recreation director/manager.

- (a) The city manager may appoint a recreation director/manager, or the city may contract with a third party to perform the duties of a recreation director/manager.
- (b) The recreation director/manager shall have the following duties:
 - (1) Implement and support the policies set forth by the council for the recreation and parks department;
 - (2) Develop, direct and implement the recreation and parks master plan for the city;
 - (3) Determine, prioritize, establish, conduct, construct and maintain a recreation and parks system for the city that meets the leisure needs of the citizens, including, but not limited to, parks, playgrounds, trails, indoor recreation centers, programs and activities, and the maintenance and repair of such facilities as required;
 - (4) Recommend the setting aside, leasing or acquisition of lands or buildings within the city limits for use as parks, playgrounds, recreation centers or other recreational purposes, and to provide for the maintenance and improvement of these areas; and
 - (5) Otherwise assist in the operation and enforcement of this chapter.

(Ord. of 12-17-2007, art. 2, § 2)

Secs. 38-2—38-20. - Reserved.

ARTICLE II. - RECREATION AND PARKS ADVISORY COMMITTEE

Sec. 38-21. - Created.

- (a) A recreation and parks advisory committee is created.
- (b) The recreation and parks advisory committee:
 - (1) Acts in an advisory capacity to the city council in matters of policy and administration of the city-owned parks and the recreation programs operated in said parks;
 - (2) Investigates and reports on related matters as referred by council; and
 - (3)

Submits recommendations on policies and proposed ordinances to council on relative subjects which the committee deems important. The city council is not legally required to act upon the committee's recommendations.

(Ord. of 12-17-2007, art. 1, § 1)

Sec. 38-22. - Composition.

The recreation and parks advisory committee shall consist of seven members; each member may serve without compensation as decided by the council. Members shall be nominated by the mayor and confirmed by the council.

(Ord. of 12-17-2007, art. 1, § 2)

Sec. 38-23. - Terms.

- (a)

Each committee member shall be appointed to a four-year term. Members may serve consecutive terms.
- (b)

The terms of the recreation and parks advisory committee shall be staggered. Of the first members appointed by the mayor, one member shall serve for one year, another for two years, another for three years, another for four years and another for four years. Any additional members shall serve a four-year term. After initial appointments, members shall serve for equal, fixed terms.
- (c)

Should a vacancy be created, the mayor shall appoint a person to fill the remainder of the term of the vacant position. The council shall approve the appointment.

(Ord. of 12-17-2007, art. 1, § 3)

Sec. 38-24. - Qualifications.

- (a)

All members appointed to the committee must reside in the city at the time of their appointment and throughout their term.
- (b)

Each member of the committee shall regularly attend functions of the committee including the regular monthly committee meetings, regular standing committee meetings and any called meetings and called standing subcommittee meetings. Standing subcommittees are established by the committee's bylaws. Any member who does not adhere to all minimum attendance requirements during any 12-month period shall cause such person's position to be declared vacant and be filled in accordance with other provisions of this section.
- (c)

Each member shall attend no less than eight of the 12 regular monthly committee meetings, and each member must attend no less than 65 percent of all meetings of the committee and its standing subcommittees.

(Ord. of 12-17-2007, art. 1, § 4)

Sec. 38-25. - Acceptance of gifts.

The city may accept any grant or devise of real estate or any gift or bequest of money or other personal property or donation on behalf of the recreation and parks advisory committee which shall be deposited into the city's treasury.

(Ord. of 12-17-2007, art. 1, § 5)

Secs. 38-26—38-53. - Reserved.

ARTICLE III. - PUBLIC CONDUCT IN PARKS

Sec. 38-54. - Penalty.

Any person violating any of the provisions of this article shall be punished as provided in section 1-7.

(Ord. of 12-17-2007, art. 2, § 6)

Sec. 38-55. - Applicability.

This article shall apply to all designated municipal public parks, which are defined for purposes of this article as any park, playground, green space or place to which the general public has access and a right to frequent for business, entertainment or for other lawful purposes, and which has been either deeded to or dedicated to public use or ownership. Municipal public parks shall also include the sidewalks abutting any park, playground or place described in this section.

(Ord. of 12-17-2007, art. 2, § 1)

Sec. 38-56. - Permitted park activities.

- (a)

The recreation and parks advisory committee may recommend a permit application procedure to the city council.
- (b)

The recreation and parks advisory committee may recommend guidelines regarding permitted uses of municipal parks.
- (c)

The recreation director/manager may implement those policies and guidelines upon final approval by council.

(Ord. of 12-17-2007, art. 2, § 3)

Sec. 38-57. - Prohibited acts in public parks.

- (a)

Alcoholic beverages. It shall be unlawful for any person to possess and/or consume any alcoholic beverage, or be under the influence of alcoholic, malt and/or vinous beverage, within any public park and/or within any building under the supervision of the recreation director/manager unless such usage is expressly permitted by signage or published rules of the particular park or recreation building and approved by the city council.
- (b)

Injuring public property. It shall be unlawful for any person to cut, break, mutilate, deface or engage in any indecent or loud acts of behavior, or in any other manner destroy or injure any public property, real or personal, belonging to, owned by, leased or used by the city.
- (c)

Killing wildlife. It shall be unlawful for any person to hunt, trap, shoot, maim or kill any animal or wildlife, or attempt to do any of the above to any animal or wildlife within any of the city parks without the written permission of the recreation director/manager, unless threatened with bodily injury or death.
- (d)

Motor vehicles. It shall be unlawful for any person to drive, operate and/or park any motor vehicle, minibike or motorcycle within any city park, except in areas designated for such use. This section does not apply to city employees when municipal duties require them to drive over said park and/or to park their vehicles or equipment in order to perform city business.

(e)

Noises. It shall be unlawful for any person to make any loud noises that would disturb a reasonable person of ordinary sensibilities, engage in noisy disputes or conversation that would disturb a reasonable person of ordinary sensibilities, engage in any indecent or loud acts of behavior that would disturb a reasonable person of ordinary sensibilities or in any other manner disturb the public peace, quiet and order in any of the city parks.

(f)

Park hours. All city parks shall be closed, and no person shall be authorized to be on the premises or property of any city park, between the hours of 12:00 midnight and 6:00 a.m., except authorized city employees or persons engaged in activities authorized by the recreation director/manager or the city council. City parks shall be patrolled by the city police department to enforce said hours.

(g)

Pets. Pets are permitted in city parks. Pet owners shall remove pet excrement from city parks.

(h)

Permit required. It shall be unlawful for any person to engage in any activity in city parks which requires a permit and/or a ticket without first obtaining such permit and/or ticket.

(i)

Polluting water in parks. It shall be unlawful for any person to pollute or disturb any spring, branch, pond, fountain or other water owned by or leased to the city within a park facility.

(j)

Posting signs. It shall be unlawful for any person to affix any bill, sign or notice on any tree, building or fixture, or handouts to another person in any of the parks. It shall be unlawful for any person to place any paper, books, refuse or trash of any kind in any of the public parks, except in containers provided for such.

(k)

Smoking. It shall be unlawful for a minor to smoke in a park.

(l)

Skateboards. It shall be unlawful for any person to operate a skateboard on any street, lane, way, road and/or any parking lot in any park in the city unless otherwise designated by signage or published rules.

(m)

Speed limit. It shall be unlawful for any person to operate a motorized vehicle upon any road within a park in the city at a greater speed than 15 miles per hour.

(n)

Swimming in lakes. It shall be unlawful for any person to swim in or enter any lake at any park in the city for the purpose of swimming or wading unless a permit for such has been issued by the city recreation and parks department or an authorized representative, or such person is conducting city business.

(o)

Urban camping. It shall be unlawful to reside or to store personal property in any park owned by the city. Furthermore, it shall be unlawful to use any public place, including city parks, for living accommodation purposes or camping, except in areas specifically designated for such use or specifically authorized by permit.

(Ord. of 12-17-2007, art. 2, § 4)

Sec. 38-58. - Enforcement.

The police department and/or city code enforcement shall have jurisdiction to enforce municipal and state laws in city parks.

(Ord. of 12-17-2007, art. 2, § 5)

Secs. 38-59—38-89. - Reserved.

ARTICLE IV. - SPECIAL EVENTS

Sec. 38-90. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Special event means any activity which occurs upon city park property that will significantly affect the ordinary use of the park. Special events include, but are not limited to, fairs, tours, races, parades, art festivals, concerts, holiday celebrations, bicycle runs and parties.

(Ord. of 12-17-2007, art. 3, § 1)

Sec. 38-91. - Violations.

Any person violating any of the provisions of this article shall be punished as provided in section 1-7.

(Ord. of 12-17-2007, art. 3, § 10)

Sec. 38-92. - Permit required.

(a)

No person or organization shall conduct a special event upon city park property that affects the ordinary use of the city park without first having obtained a special event permit from the city.

(b)

All special event permits for city parks are subject to the authorization of the recreation director/manager.

(Ord. of 12-17-2007, art. 3, § 2)

Sec. 38-93. - Permit application.

(a)

An application for a special event permit shall be submitted to the recreation director/manager with a nonrefundable payment in the amount established by resolution no later than 60 days prior to the proposed event.

(b)

Upon written request and submittal of appropriate documentation, the recreation director/manager may waive the payment referenced in subsection (a) of this section for fundraising for charitable events if he determines that such fee is overly burdensome to the requestor or that it is to the city's benefit to waive the fee.

(c)

The following information shall be provided on any permit:

(1)

Purpose of the special event;

(2)

Name, address and telephone number of sponsoring organization or individual;

(3)

Proposed date, location and hours of operation;

(4)

Schedule of proposed events;

(5)

Projected attendance at the event, plan for parking, plan for restroom facilities and sanitation concerns; and

(6)

Any other such information as the public works department or another city department deems reasonably necessary to determine that the permit meets the requirements of this article.

(d)

The permit shall not waive the requirements of complying with other sections of this Code, including, but not limited to, regulations on alcoholic beverages, business licenses, fire safety, zoning and signs.

(e)

The 60-day time requirement of subsection (a) of this section may be waived upon order from the city manager upon a showing of clear and compelling need of immediate action. Among other reasons, ignorance of the permit requirement shall not establish clear and convincing need. Unless expressly provided elsewhere in this article, no permit shall be issued for applications submitted less than three days before an event.

(Ord. of 12-17-2007, art. 3, § 3)

Sec. 38-94. - Denying and revoking permits.

(a)

Reasons for denial of a special event permit include:

(1)

The event will disrupt traffic within the city beyond practical solution;

(2)

The event will interfere with access to fire stations and fire hydrants;

(3)

The location of the special event will cause undue hardship to adjacent businesses or residents;

(4)

The event will require the diversion of so many public employees that allowing the event would unreasonably deny service to the remainder of the city;

(5)

The application contains incomplete or false information;

(6)

The applicant fails to comply with all terms of this article including failure to remit all fees and deposits or failure to provide proof of insurance, bonds and a save harmless agreement to the city; or

(7)

The event will last longer than ten days.

(b)

All permits issued pursuant to this article shall be temporary and do not vest any permanent rights. Reasons for revocation of a special events permit include:

(1)

Application contained incomplete or false information;

(2)

Applicant does not comply with all terms and conditions of permit;

(3)

Applicant fails to arrange for or adequately remit all fees, deposits, insurance or bonds to the city; or

(4)

Disaster, public calamity, change in applicable law, riot or other emergency exists.

(c)

Revocation and denial of permits may be appealed as provided in section 38-95.

Sec. 38-95. - Appeals.

- (a)

Any applicant whose special event permit application has been denied or revoked may request a review of this decision by the city manager.
- (b)

This request must be in writing and received by the city manager within five business days of the notice of permit denial or revocation.
- (c)

The decision of the city manager is final and may be appealed to the city municipal court or the county superior court.

Sec. 38-96. - Cost assessments.

Unless a permit is issued pursuant to section 38-93(e), the recreation director/manager shall send copies of special event applications to affected departments. Each departmental activity required for the special event shall be itemized, showing hourly rate and total cost. Costs shall only reflect those activities related to management of street use. The total street management costs to the city shall be the sum of each department's costs. The recreation and parks division shall determine and calculate the fee accordingly.

Sec. 38-97. - Costs.

- (a)

Performance bond. A performance deposit of 150 percent of the total estimated costs of the special event to the city shall be remitted to the city before the special event permit is issued. This requirement may be waived by the recreation and park director/manager if he determines, based on specific factual findings, that the performance deposit would be unduly burdensome or unnecessary given the size of the event or past history.
- (b)

Insurance. At the city's request, the applicant may be required to obtain and present evidence of a surety indemnity bond or comprehensive liability insurance naming the city as an additional insured. The insurance requirement is a minimum of \$1,000,000.00 personal injury per occurrence and \$500,000.00 property damage per occurrence against all claims arising from permits issued pursuant to this article. If the event poses higher risks than covered by such insurance, the applicant shall be responsible for assessing the risks of the event and obtaining additional insurance coverage.
- (c)

Save harmless agreement. The applicant is required to provide a save harmless agreement in which the applicant agrees to defend, pay and save harmless the city, its officers and employees, from any and all claims or lawsuits for personal injury or property damage arising from or in any way connected to the special event; excepting any claims arising solely out of the negligent acts of the city, its officers and employees.
- (d)

Cleanup. A special event permit may be issued only after adequate waste disposal facilities including, where necessary, portable toilets, have been identified and obtained by the applicant. The applicant will clean the right-of-way or public property of rubbish and debris, returning it to its pre-event condition, within 24 hours of the conclusion of the event. If the applicant fails to clean up such refuse, such cleanup shall be arranged by the city and the costs charged to the applicant.
- (e)

Bond waiver. Upon written request and submittal of appropriate documentation, the recreation and parks director/manager may waive the bond requirement if he determines that such fee is overly

burdensome, unlawfully burdens speech or does not promote the general welfare of the city. This subsection may be appealed to the city municipal court.

(f)

Immunities.

(1)

This section shall not be construed as a waiver of any immunity to which the city is entitled.

(2)

This article shall not be construed as imposing upon the city or its officials or employees any liability or responsibility for any injury or damage to any person in any way connected to the use for which permit has been issued. The city and its officials and employees shall not be deemed to have assumed any liability or responsibility by reasons of inspections performed, the issuance of any permit or the approval of any use of the right-of-way or other public property.

(Ord. of 12-17-2007, art. 3, § 7)

Sec. 38-98. - Demonstrations, parades, marches and processions.

Demonstrations, parades, marches and processions shall be considered special events as defined in this article; shall include those occurring on city streets, sidewalks and rights-of-way; and shall require issuance of a permit subject to the fees and conditions contained in this article and as specified in this section.

(1)

Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Demonstration means a group or number of people or vehicles, or the combination thereof, consisting of five or more vehicles or ten or more persons, or a combination of three or more vehicles and five or more persons, intending to convey a message to the public, the government or a corporation and significantly affecting the traffic and ordinary use of the streets, sidewalks, rights-of-way and/or parks of the city.

Parade, march or procession means a group or number of people or vehicles, or the combination thereof, consisting of five or more vehicles or ten or more persons, or a combination of three or more vehicles and five or more persons, proceeding or moving in a body or in concert along the streets or sidewalks of the city and significantly affecting the traffic and ordinary use of the streets, sidewalks, rights-of-way and/or parks of the city.

(2)

Prohibited without permit. It shall be unlawful for any person to be a part of or to engage in any demonstration, parade, march or procession or to demonstrate, march, parade or proceed along any park, street or sidewalk in the city as a part of or a party to such demonstration, parade, march or procession without there having been first obtained a written permit from the community development department for the holding of such demonstration, parade, march or procession.

(3)

Application for permit. Permits shall be secured from the city by filing a written application at least 48 hours prior to the time the proposed demonstration, parade, march or procession is desired to be held. Applications shall be filed on forms provided by the city and signed by the persons desiring to conduct such demonstration, parade, march or procession, or by the properly authorized agent of the organization, or persons who propose to conduct such demonstration, parade, march or procession. The application forms shall be filled out completely, giving all legal information as designated in such forms. This section should not be interpreted as waiving the cost requirement of section 38-97(b) or the waiver exception in section 38-97(e).

(4)

Conditions for issuance of permit. The issuance of the permit by the city for any demonstration, parade, march or procession that passes through a city park shall also be approved by the park director/manager. All permits shall show the time and place of beginning of the demonstration, parade, march or procession, where applicable; the route it shall follow; and the destination thereof, all of which conditions shall be decided by the recreation department giving full consideration to the conditions contained in the request of the applicant, the condition and width of the streets or sidewalks along said proposed route and the nature of traffic conditions as related to the number of participants and the number and type of vehicles to participate in the demonstration, parade, march or procession as shown on the application for such permit.

(5)

Considerations pertinent to issuance of permit. The city shall not arbitrarily withhold granting a permit, but shall issue a permit to parade, march, or proceed along the streets and sidewalks of the city, including city parks, giving full consideration to traffic conditions and the number of police personnel available to direct traffic; properly manage said parade, march or procession; and provide police protection to participants and the general public.

(6)

Police vehicles.

a.

Police vehicles shall precede parades, marches and processions. All parades, marches or processions through the streets or parks of the city shall be preceded by a police vehicle where appropriate and conducted in such manner as to impede and interfere with the flow of traffic to the least possible extent.

b.

When deemed necessary by the chief of police, police officers shall be present for demonstrations.

(7)

Funeral processions excepted. The terms of this section shall not apply to funeral processions.

(Ord. of 12-17-2007, art. 3, § 9)

Secs. 38-99—38-124. - Reserved.

ARTICLE V. - PARKS AND PARK FACILITIES COMMERCIAL USE POLICY

Sec. 38-125. - Application of article.

This article shall apply to all of the city's parks and park facilities as defined by this chapter.

(Ord. of 12-17-2007, art. 4, § 1)

Sec. 38-126. - Prohibition of independent commercial activities at parks and park facilities.

(a)

Only commercial activities which are authorized or controlled by concession or contract with the city or are part of any city-sponsored program shall be allowed in the city's parks and park facilities.

(b)

Except as may be authorized under subsection (a) of this section, there shall be no independent commercial activity undertaken at any city park or park facility by any individual, firm, partnership, cooperative, nonprofit membership corporation, joint venture, association, company, corporation,

agency, syndicate, estate, trust, business trust, receiver, fiduciary or other group, organization or combination acting as a unit.

(c)

Any person violating any of the provisions of this section shall be punished as provided in section 1-7.

(Ord. of 12-17-2007, art. 4, § 2)

MEMO



To: John Kachmar, City Manager
From: Buzz Boehm, Deputy City Manager
By: Kirk Franz, Recreation Manager *KF*
CC: Ken Hildebrandt, Director of Public Works
Monte Vavra, Finance Director
Scott Hastey, City Attorney
Date: April 27, 2011
RE: Newtown Park Farmer's Market Proposal

Summary

The Recreation & Parks Division is exploring the idea of bringing a summer farmer's market to the residents of Johns Creek. Staff has met with Kathy Mullen from Green Team Farmers Market to explore how a farmers market could be offered at Newtown Park. Staff and Green Team propose that the farmers market would be held weekly, on Wednesdays from 5:00pm to 8:00pm in parking lot area and small lawn area adjacent to the new Senior Center and Community Garden. The "market season" would run for approximately fourteen (14) weeks, starting early June and ending in late August.

Green Team would essentially do a majority of the work to execute the Farmer's Market but the event would be facilitated at the City's Newtown Park and promoted as the "Johns Creek Farmer's Market" or any other name the City deems appropriate.

Responsibilities of Green Team Farmers Market

Green Team would be responsible for organizing, managing and overseeing all aspects of the farmers market, including the recruitment and registration and documentation of all vendors. Green Team would be responsible for setting up, breaking down and cleaning up after each farmer's market event. *please see attached proposal for more details.

Responsibilities of the City

The City would be responsible for providing park space to hold the farmer's market events. City would provide electricity off of the Senior Center Building patio. Restrooms near at the Park concession stand would be available for use. The Senior Center Building would not need to be accessed. The City would promote the farmer's market through banners, signs and press releases through the City Communication's Department (similar to how we promote our Movies in the Park events).

Proposed Financial Details

Green Team proposes to charge and keep all "stall fees" that are collected from each producer each week. Stall fees are projected to be \$20.00 per stall per event. Green Team anticipates having 20-25 vendors per week.

Green Team and the City would both work to secure Farmer's Market Sponsors that would provide financial support or in-kind services to the market. All funds raised through Farmer's Market Sponsorships, whether by the City or Green Team, would be split 50-50 between Green Team and the City of Johns Creek. Projected costs for the City are minimal and can be absorbed by the existing Recreation Budget.

Attached is a spreadsheet with anticipated revenues/costs of the Farmer's Market and an article on the Riverside Farmer's Market in Roswell that is managed by the Green Team Farmer's Market group.

In closing, staff anticipates that a farmer's market at Newtown Park would be well received by the citizens of Johns Creek. There are currently no farmer's markets being offered within City boundaries. Staging the farmer's market in Newtown Park behind the Senior Center Building, adjacent to the Community Garden should provide for future opportunities for community volunteerism for all ages and educational opportunities between the farmer's market, community garden program and senior center.

Please review the attached proposal and cost analysis and provide direction for further action.

Newtown Park
Proposed Farmer's Market
Projected Revenue/Cost

PROJECTED REVENUE FOR GREEN TEAM

Stall Fee per Vendor per Date	\$20.00
Number of Vendors per Date	25
Number of Dates	14
 Total Stall Fee Revenue	 \$7,000.00

Johns Creek Farmer's Market at Newtown Park

PROJECTED CITY REVENUE

Sponsorships	\$250.00
 TOTAL PROJECTED CITY REVENUE	 \$250.00

The City would received half of all monies generated through event sponsorship.
Sponsorship Revenue TBD.

PROJECTED CITY EXPENSES

Banners / Signs	\$250.00
-----------------	----------

Electricity	TBD -Should be minimal - Already budgeted
-------------	---

TOTAL PROJECTED CITY EXPENSES	\$250.00	This expense could be absorbed by the current Recreation budget
-------------------------------	----------	---

GROSS CITY REVENUE \$0.00

Proposal for:

Newtown Park Farmers Market

Submitted to:

Kirk Franz

Beverly Lavigno

Johns Creek Parks and Recreation

Prepared by:

Kathy Mullen

Green Team Farmers Markets

9250 Stonemist Trace

Roswell, GA 30076

678-580-5405

Executive Summary

The average American meal comes from five different countries and travels over 1500 miles to arrive at the chain grocery stores. Most of the profits from food sales go into the hands of the major oil companies, airlines, and trucking firms. Couple that with our blackened skies and a huge global urban footprint, and it just makes sense to buy foods from a local farmers market and put money back into the Georgia economy. Recently, one study revealed that if every Georgia household spent \$10 at a farmers market, it would generate \$1B for the economy. That would seem to be reason enough to create more accessible farmers markets. But when you add issues of obesity and diet for the young and the elderly, fresh, local food is a necessity. Community gardens and farmers markets are a huge step toward reversing the trends.

In addition to the environment, economy and accessibility of healthier foods, there are four other good reasons to establish a farmers market at Newtown Park in Johns Creek.

First, Newtown Park is an ideal location for a farmers market because of its central location to thousands of residents. Not only is there foot traffic from neighborhoods off Brumbelow, but it is located on Old Alabama at Haynes Bridge Road, close to high-end residential areas and shopping areas. It not only has visibility, but also a high use rate that makes it a desirable location. Further, there are no other markets in the near vicinity.

Second, a farmers market would enhance and emphasize the benefits of a healthy lifestyle, especially in conjunction with the community garden and the soon-to-open senior center. Additionally, the farmers market would be capable of providing a small revenue source to help fund the garden and perhaps some senior center activities as well, particularly if sponsorships were sold as other markets in the area have done.

Third, the farmers market would provide event activity throughout the summer when there are fewer sports activities. Additionally, other events, including art and food festivals, could benefit from the synergies and momentum of a farmers market.

Finally, Kathy Mullen, Principal of Green Team Farmers Markets or its non-profit counterpart, Farmer Direct Marketing, and North Fulton Master Gardener, would provide experienced organization and management skills necessary to successfully stage a weekly farmers market. Newtown Farmers Market could be modeled after another market like Riverside Farmers Market in Roswell or create a new model working in conjunction with the community garden and senior center.

What Services Can Green Team Farmers Markets Provide?

Farmers markets have many components that require knowledge and experience to make them legal and viable for the long term.

First, a market manager must **identify and recruit farmers** in the area who can provide the produce, meats and dairy for the number of people in the vicinity of the market. North Fulton and south of Atlanta has a group of experienced farmers who make most of their living by selling at markets. With the addition of a "hoop house," many farmers are able to sell for about 10 months out of the year.

Screening of farms and verifying production methods is the second step. Inspection of farms to verify growing methods and examination of licensures and permits is key to meet state and federal requirements. Such licensures include mobile meat licenses, candling certificates, food handling and kitchen permits, etc.

Another requirement for farmers that is becoming widely accepted is general and product liability insurance. The market manager will **maintain records of insurance and licensures**. A city sponsor may be better protected if farmers provide Certificates of General and Product Liability insurance naming the city and the market additionally insured. It is not a great expense and it is readily available to farmers and producers.

Farmers make their decision to attend a market by weighing the "traffic" to the market and its buying power. They also decide based on the market rules and the cost to sell each week at the market.

Green Team can **provide market rules and regulations** and can suggest appropriate fees to rent space at the market.

Finally, Green Team can **help co-ordinate volunteers** for children's activities, arrange for chef demonstrations and musicians plus provide pre- and post-season planning and follow-up.

Structure and Pricing for Johns Creek Farmers Market

Duties and Responsibilities of Green Team:

Identification, recruitment, screening of farmers

Record Maintenance

Development of Market Rules and Regulations

Assist in the coordination of programs and volunteers for children's activities

Recruit chefs for food demonstrations

On-site management and set up of market information booth

Musician coordination and payment

Assist in seeking sponsorships

Suggested stall fee per producer per week

\$15-20 per week

The average number of producers that the space behind the senior center will accommodate is about 20-25 vendors. That number could be expanded by using spaces on either side of the trail.

Electricity for freezers, musicians and possibly cooking demos would be provided by Johns Creek.

Green Team Farmers Markets would assume expenses associated with the actual recruitment, organization and maintenance of market standards in exchange for all funds generated by stall fees. In addition, Green Team would work to obtain sponsorships in which proceeds would be split 50-50 by Green Team and the City of Johns Creek.

The City of Johns Creek would agree to pay for semi-permanent promotional and "directional" signage, internet promotion, flyers and store window posters.

There are three possible days of the week for the market: Tuesday, Wednesday, and Thursday. After a poll of my farmers, Wednesday from 5:00 pm to 8:00 pm is the preferred date. There are many Saturday markets and quite a few Thursday markets right now, so the preferred evening is Wednesday.

Newtown Park Farmers Market

Vendor Policies

Dates: To Be Announced

1. **Registration** – All vendors must be registered and approved by the Market Director. No vendors may set up or sell without registering, nor may anyone set up or sell outside the physical limits or scheduled dates of the market.
2. **Items to be Sold** -- Vendors are only permitted to sell the items that were approved at the time of registration. A vendor may apply to change his/her registered products, but it must be approved by the Market Director one week prior to the market day that the vendor wishes to sell the new products.
3. **Market Arrival** – Vendors shall arrive at the market at times designated by the Market Director. The Director must be informed 24 hours before if a vendor may not attend. Vendors arriving late will be penalized \$10 for a late arrival. Late arrivals may choose to carry tents, tables and produce into the market by hand. Late arrivals that choose not to set up their booth will be considered in violation of their agreement to sell and may be denied future access to the market.
4. **Departure** – Vendors must stay at the market until the specified tear down, even if they have sold out of produce. Vehicles, tents and displays may not be broken down until the scheduled market closure. Consolidation is permitted, in preparation for leaving, but tents must remain up when applicable.
5. **Pets/Live Animals** – There are no personal pets or live animals of any kind allowed, with exception of service animals.
6. **Vehicles** – Parking on market grounds will only be allowed for loading and unloading. Because of limited parking vehicles must be moved to a designated parking area immediately after unloading. Set up may occur **after** the vehicle is removed from the market site.
7. **Sales Hours** – All sales will be transacted only between the market bells only.
8. **Reselling** — There is **no** reselling. Vendors may only sell produce, products or crafts that they have grown, raised or created or who "co-op" with another vendor. In the case of "co-op" products, the Market Director must approve the producer/provider in advance of the market.
9. **Subleasing** - No vendor shall sublease, sell or permit anyone to use his or her space. Space assignment is the sole responsibility of the Market Director.

10. **Walk-ins** – No walk-ins are allowed.
11. **Generators** – No generators are to be used by any vendors.
12. **Smoking/Attire** – No smoking is permitted by vendors. Clean, presentable clothing is required for all vendors.
13. **Noise** -- Vendors may not have any music or other loud sounds at their space. The only music will be that which the Newtown Park Farmers Market may provide as entertainment.
14. **Children** – Vendors' children are welcome at the Market, but may not be left unattended to walk around the Market or to wander around other vendor's spaces. Children under the age of 16 may not accept cash unless supervised by an adult.
15. **Garbage** -- All vendors must carry out their own garbage and keep their spaces garbage free during market hours. No disturbance of the site will be permitted, i.e. digging holes, leaving trash, discarded boxes, etc.

Fees -- The vendor fee for Newtown Park Farmers Market is \$20. Internet sales resulting from the Green Team website will be charged 10% of gross sales. All produce is pre-paid and sales are non-refundable. A credit will be given to shoppers if produce is unsatisfactory or not-deliverable for reasons of weather, crop failure, etc.

On-site market fees may be paid in cash or by check payable to: _____ on the day of the market prior to tear-down. Producers may opt into the Green Team Farmers Markets website ordering system by contacting Kathy Mullen, 678-580-5405.

In the case of community markets, there are no spaces that vendors "own" and although every attempt will be made to keep you in a particular space weekly, the Market Director has the sole responsibility of vendor placement.

Each space will be a standard car parking space and will accommodate a 10'x10' tent. No additional space will be available and all produce and products must be contained in that space and not encroach another vendor's space or in walking areas.

I have read and understand the policy statement, and I will comply and provide all necessary documentation prior to the first market date.

Signature _____

Date _____

Please send application, licensures and proof of insurance to: Kathy Mullen, 9250 Stonemist Trace, Roswell, GA 30076

Newtown Park Farmers Market Application

9250 Stonemist Trace
Roswell, GA 30076

Farm/Vendor Name: _____

Contact: _____

Address: _____

Telephone: _____ Fax: _____

Cell Phone: _____

Farm Address _____

if different from _____

above _____

Email Address: _____

Business Type: Check all that apply. (Use additional sheet if necessary.)

- ☐ Fruits/vegetables—_____
- ☐ Dairy: specify products _____
- ☐ Fish: specify products _____
- ☐ Meat: specify products _____
- ☐ Honey /products _____
- ☐ Baked goods: specify products _____
- ☐ Prepared foods: specify prod. _____
- ☐ Crafts: specify _____
- ☐ Value added: _____
- ☐ Nursery products: circle product types—annuals, perennials,
vegetable/herb, nursery stock
- ☐ Eggs _____
- ☐ Herbs _____
- ☐ Other _____

Crop Plan:

Indicate crops grown that you plan to sell at the farmers market:

List additional product you plan to sell, as allowed by the market's rules and regulations:

Farm Inspections:

We would like to visit each farm to become familiar with your farm.

Directions to your
farm: _____

Production Methods Used:

- ☐ Certified organic. Copy of current certificate must be placed on file with the market.
- ☐ Certified Naturally Grown.
- ☐ Sustainably grown.

Market Operations:

Selling space size and fee is specified in the market rules.

- ☐ I would like to reserve _____ number of selling spaces for each week of the current season.

The market season runs from -----to ----- . Please indicate when you plan to start coming to market and when you are likely to finish.

- ☐ I plan to attend the market for the full season.
- ☐ I will start attending market: _____, and I will be finished with the season on or about: _____.

Certificates/Licenses Required:

- ☐ Sales Tax Certificate, if you sell taxable items.
- ☐ All appropriate permits as required for products being sold: i.e., health permits, nursery license, dairy and meat permits, mobile meat, candling, etc.

Insurance Requirements:

Proof of liability insurance

Compliance and Indemnity Agreement:

I (We) the undersigned, have read the Rules and Regulation of the Farmers Market and agree to abide by all rules and regulations.

I (we) further agree to operate my (our) stall in accordance with these rules and regulations and to pay all applicable fees as set out in the rules and regulations. I (we) do understand that the stall fee, length of season and hours of operation are set in the rules and regulations, and I (we) will abide by them and be present throughout the season unless otherwise noted.

I (we) further understand that failure to comply with the rules and regulations of the Farmers Market could mean dismissal from the market.

As a vendor, wishing to participate in the Farmers Market, I (we) agree to SAVE, HOLD HARMLESS and INDEMNIFY the farmers market, its sponsoring corporations, communities, members, and employees from any and all liability or responsibility pertaining to any damages to person or property on the site assigned to me (us) by the Farmers Market, when such damages or liability arise out of acts on my (our) own, or of my (our) employees or associates, located at such site.

Further, as a provider of food and product at Newtown Farmers Market, I (we) assume total responsibility for any food-born illness affecting market attendees.

I (we) verify that all information I (we) have provided about my farm and products for sale is true and accurate.

Vendor Name (Please print)	Signature	Date
----------------------------	-----------	------

Vendor Name (Please print)	Signature	Date
----------------------------	-----------	------

Return application to:

**Kathy Mullen, 9250 Stonemist Trace, Roswell, GA 30076 or
kmullen1234@charter.net**

Roswell

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5/12/10

Farm fresh

Farmers markets provide organic, homegrown vegetables

By Joan Durbin

jdurbin@neighbornewspapers.com



Advertisement

On an acre and a half adjacent to his Milton home, Floyd Keisler has found what might amount to a second career. In the real estate business, which has soured with the recession, Keisler is spending more and more time tending his Moss Hill Farm, a certified natural grown market farm just a half mile from Milton High School.

"I used to farm the old way, with all the toys," he said. But I started the organic methods 15 years ago. Now my toys are a wheel barrow, pitchfork and hoe."

No fertilizers, herbicides or pesticides at Moss Hill. "It's pretty basic," Keisler said.

For the second year, he will be selling his vegetables and herbs at Riverside Farmers Market in Roswell. When the market opens Saturday at its new location on the grounds of Roswell City Hall, Keisler will have plenty of green onions and some radishes.

Milestones
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"It's still early in the season, but I also grow things like turnips, greens, beets, carrots and Chinese cabbage," he said.

He's one of around 20 produce vendors who will be regulars at the Riverside market this year, said its organizer, University of Georgia Fulton County Cooperative Extension Agent Louise Estabrook. But fresh vegetables and fruits won't show up in abundance until later this summer.

"Of course, all crops don't come in at once, so there will be more produce as the weeks go by," she said. "Peaches come in around Memorial Day, for example, and this year there is a bumper crop."

Vendors must grow their own produce within 100 miles of the market to be eligible.

In addition, there will be at least 35 other vendors, Estabrook said.

The market relocated from Riverside Park to City Hall because the park and the parking lot were getting too crowded from other activities, such as the new sprayground. The new site has plenty of parking and shade as well as electricity for limited vendor hookups.

The power hookups allows refrigeration, which means naturally grown Devon beef and Berkshire or Duroc pork will be available this year for the first time from family-run farms in Madison, Ga.

The beef does not contain preservatives, growth hormones, pesticides or other additives. The pigs are raised without hormones and they are fed locally grown corn for the last 60 days before processing.

Farmers' market aficionados will have a second venue in Roswell this year with the advent of the Green Street Farmers Market on the grounds of Swallow at the Hollow.

Organizer and market manager Kathy Mullen also works with Estabrook to coordinate the Riverside market, but she says the two will be different.

"It will be the only late afternoon and evening market for busy professionals," she said. "There will be naturally grown beef, pork, poultry, milk, hard and soft cheeses, goat cheese, Greek yogurt, and eggs."

Shoppers will be able to purchase a glass of wine, walk the 20-vendor market and sample smoked trout, cheeses and different kinds of bread including organic and Irish soda bread.

Mullen said Green Street will be the only local market to provide USDA-approved dairy milk and other products from Russell Johnston Dairy in Newborn, Ga. And Belinda Wernau of Little Red Hen Farm will be bringing her natural poultry as well as a weekly 100 dozen free range eggs.



"By limiting our market to a few premium growers and producers, we believe we will attract a professional, upscale clientele with a sophisticated palate," said Mullen.



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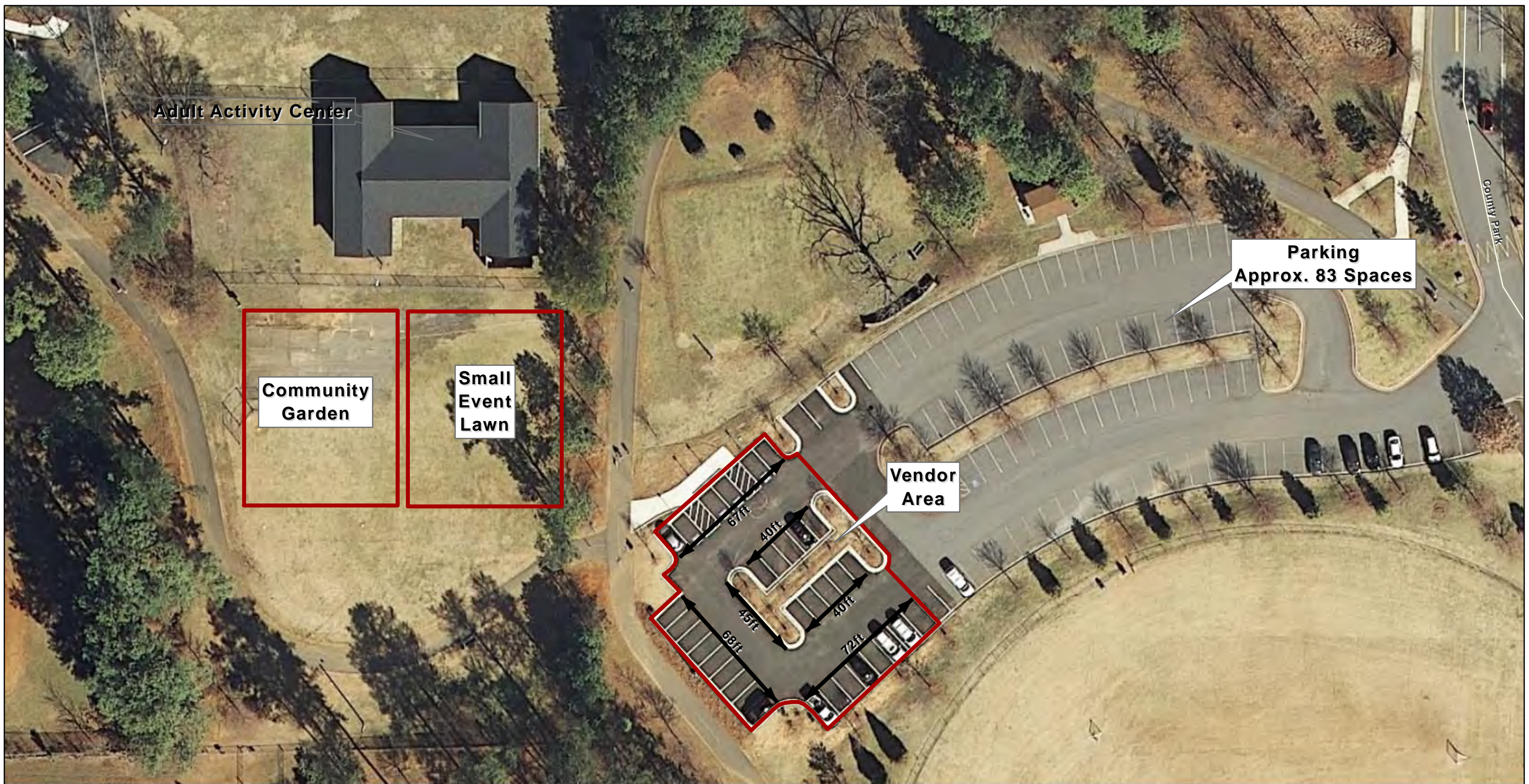
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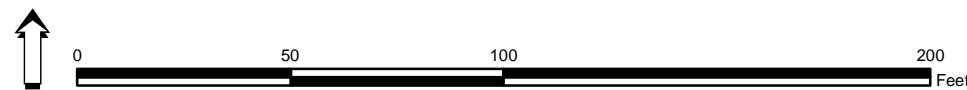
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Newtown Park Summer Farmer's Market
 June 1 - August 30, 2011
 Wednesday Evenings 5pm - 8pm

- | | | |
|----------------------------|---------------|-----------------------|
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| — Ramp | — Waterbodies | — City Limits |
| — Major Arterial/Collector | | — Counties |
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a non-profit youth athletic association of Johns Creek

Newtown Recreation RPAC report- May 2011

Newtown Recreation is in the homestretch of our Spring 2011 Sports Season. We're scheduled to finish up the weekend of May 21st and 22nd.

We're also registering for our Summer Programs. Expected camps include:

- Soccer
- Baseball
- Flag Football
- Boys Lacrosse
- Girls Lacrosse
- All-Star Camp (multi-sport)
- Tennis
- Basketball

Additionally we will be offering a youth summer baseball league and a summer session of Newtown Tots.

Park Projects.

- New practice field in right field of Field #1- completed
- Purchase and installation of ThorGuard Lightening Prediction System- completed
- Re-sodding of athletic fields- Will be putting out to bid
- Netting for Lacrosse Field- Will be putting out to bid
- Renovation of batting cage (base and fencing)- Will be putting out to bid.

Autrey Mill Nature Preserve and Heritage Center inc.

9770 Autrey Mill Road, Johns Creek, GA 30022 www.autreymill.org (678)-366-3511



Upcoming Programs, Recent Programs, and Notes Prepared for the May 3, 2011 R.P.A.C. Meeting.

Recent

The month of April is one of our busiest months for field trips, scout programs, and birthday parties. Additionally, we host “Earth Week” every year which features a different environmental activity and theme each day.

Other programs included:

- Home School Thursday
- Friday Feeding Time
- Heritage Building of the Week
- Guided Hikes
- Guided Night Hikes
- Heritage Eduventure
- Custom Home School Programs

Upcoming

The upcoming Summer Camp season is dominating our efforts lately. Summer Camp begins on June 6th, and continues until August 5th. We have approximately 300 total roster spots providing programming for campers age 4-12. This year we are offering Heritage, Nature, and Drama themes.

We will also be participating in the Golden Games, Art in Bloom, and Public Works day. Additionally, we are hosting the Shakespeare Theater's production of Alice in Wonderland, which will take place two consecutive weekends, beginning April 29.

Further, we will offer our typical on-demand and scheduled programming:

- Home School Thursday
- Friday Feeding Time
- Heritage Building of the Week
- Guided Hikes
- Guided Night Hikes
- Boy Scout Merit Badge
- As well as scheduled on-demand programs.

Our first special event of the year will be Heritage Day, a celebration of the lives and lifestyles of residents from earlier times. The event will be great fun for the entire family, featuring demonstrations, hands-on activities, and games. Heritage Day is scheduled for June 4th, from 11:00am-2:00pm.